



CONTRACT NO: 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

PROJECT DOCUMENT

DATE: 28 MARCH 2024

ISSUED BY:

**EXECUTIVE DIRECTOR: ENGINEERING SERVICES
Midvaal Local Municipality
P.O.BOX 9
MEYERTON
GAUTENG
1960**

**TEL: 016-360-7400
FAX: 086 502 0523**

NAME OF TENDERER:

CONTRACTOR CIDB GRADING:

ADDRESS:

TEL: email:

CSD: MAAA.....



CIDB FORMAT DOCUMENT

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MIDVAAL LOCAL MUNICIPALITY

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MIDVAAL LOCAL MUNICIPALITY

BID NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

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PART 1. TENDER PROCEDURE



MIDVAAL LOCAL MUNICIPALITY

BID NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

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MIDVAAL LOCAL MUNICIPALITY

BID NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

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BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Midvaal Local Municipality invites tenders for the following:

BID NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

It is estimated that tenderers should have a CIDB contractor grading of 4ME or higher. 3ME Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Preferences are offered to tenderers who have suitable experience and suitably qualified employees and resources to render the services.

The council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.

Bids completed in pencil or re-typed will be regarded as invalid bids.

Bids must also be submitted in full, i.e., with all pages attached, failure thereof will result in your bid being disqualified.

IMPORTANT INFORMATION:

Midvaal Local Municipality hereby requests all bidders to take note of the following process relating to bid documents requests and clarification notes:

- Bidding documents will be available for purchase during working hours after 12:00PM or via electronic request at tenders@midvaal.gov.za from the 28th of March 2024.
- A non-refundable tender deposit of R595.00 payable by proof of deposit or cash is required on collection of the Tender documents, payments for the documents can be made at the municipality's rates and taxes hall during office hours Monday – Friday, 07:30 – 15:00 or alternatively direct deposits (no cheques accepted) to:

Midvaal Local Municipality

Bank: Nedbank

Account Number: 1224797469

Branch: Public Sector - Central Gauteng

NB: Please use the bid/tender number as reference and remember to bring proof of payment for collection of bid documents.

Clarifications:

- Bidders will also be given an opportunity to ask questions/clarifications by sending an email to tenders@midvaal.gov.za. Please quote the Bid No. on the subject line. The 16th of April 2024 will be the cut-off to asking questions/ requests for clarifications.
- The municipality will respond to all received queries/clarifications by the 19th of April 2024.
- A compulsory clarification meeting will take place on 10 April 2024 starting at 10h00.

Responsive bids will then be evaluated on 80/20 preference point system as prescribed by Midvaal Local Municipality's Supply Chain Policy and Preferential Procurement Policy, and PPPFA and its 2022 regulations.

Bids will be evaluated and adjudicated according to the following criteria:

- Relevant specifications and technical proposals,
- Value for money,
- Capability to execute the contract,
- Midvaal SCM policy, PPPFA regulations and any other relevant legislations, as well as any supporting documents where required.

SPECIFIC GOALS:
LOCAL ENTERPRISE:10
BBB-EE STATUS:10

- Details of the specific goals' allocation are demonstrated in the bid document.

PLEASE NOTE:

1. No faxed or e-mailed tenders will be accepted.
2. All tenders must be submitted on the official forms (not to be re-typed). Only original signed tender documents will be accepted.
3. Bids must be completed in black ink. No correction fluid will be allowed. All alterations must be crossed out and initialed.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive on time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent.
5. No bids will be considered from bidders Who did not attend the briefing session.
6. Midvaal local municipality will not accept any bid with missing pages and not fully completed with the required attachments.

Only tenderers who have read and signed the provisions of the rules and specifications which are included in the bid documents are eligible to submit tenders.

A non-refundable tender deposit of R595.00 payable by proof of deposit or cash is required on collection of the Tender documents.

The Physical Address for collection of Tender documents is:

25 MITCHELL STREET

MEYERTON

1961

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

Engineering Services

Tel No. 016 360 7543

E-mail. tenders@midvaal.gov.za

or

SCM OFFICE

Tel No. 016 360 7484

E-mail. tenders@midvaal.gov.za

A compulsory clarification meeting with representatives of the Employer will take place at Rothdene Sewage Pump Station 72 Viljoen Ave, Kookrus, Meyerton, 1961 GPS Coordinates: -26.603641, 27.998760 on 10 April 2024 starting at 10h00.

The closing time for receipt of Tenders is 11h00 on Monday, 29 April 2024.

Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

T1.2 DESCRIPTION OF THE WORKS

MIDVAAL LOCAL MUNICIPALITY

BID NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

T1.2 DESCRIPTION OF THE WORKS

The scope of works involves Design, Supply, Delivery, Installation and Commissioning of Odour Control System (Biofilter) at Rothdene Sewage Pump Station. Rothdene pump station is located South of Meyerton in Midvaal Local Municipality which pumps most of the sewage within the Municipal boundaries to Meyerton WWTW.

It must be noted that an established contractor, in terms of the prescribed category of CIDB Grade 3MEPE/4ME or higher, will be appointed.

The Contractor must familiarize himself/herself with the above-mentioned requirements and price the document accordingly.

The Midvaal Local Municipality (MLM) requires the contractor to undertake Design, Supply, Delivery, Installation and Commissioning of Odour Control System (Biofilter).

The purpose of this contract is to appoint a contractor that meet the requirements of this tender process to undertake but not limited to:

- i) System design, sizing, report, drawings, and presentation.
- ii) Supply, delivery, installation, certification, and commissioning.
- iii) Training of operators, project closure documentation.



MIDVAAL LOCAL MUNICIPALITY

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T1.3 TENDER DATA

T1.3 TENDER DATA

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294, Construction Procurement Processes, Procedures and Methods. (See Volume 3 The Contract, Part 5 Annexures – C5.1 Standard Conditions of Tender Annex F).</p> <p>The standard conditions of tender for procurements 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.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
F.1.1	The employer is the Midvaal Local Municipality

	<p><u>Part 2: Pricing data</u></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bill of Quantities / Pricing Schedule</p> <p><u>Part 3: Scope of work</u></p> <p>C3.1: Description of the Works</p> <p>C3.2: Engineering</p> <p>C3.3: Construction Specification</p> <p>C3.5: Management</p>
<p>F.1.4</p>	<p>The Employer's agent is Executive Director Engineering Services.</p>
<p>F.2.1</p>	<p>Only those tenders who are registered with the CIDB 3MEPE/4ME or higher; in a contractor grading designation equal to or higher than a contractor grading designated in accordance with the sum tendered for a Mechanical Engineering (ME) class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1 The lead partner has a contractor grading designation for the class of construction work being applied for. 2 The combined contractors grading designation calculated in accordance with the Construction Industry Development Regulation is equal to or higher than a contractor grading designation determine in accordance with the sum tendered for in the class of construction work, are eligible to submit tenders.
<p>F.2.1.1</p>	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> (a) Availability of resources (b) Availability of skills to manage and perform the contract (c) Previous experience on contracts of a similar value and nature (d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project

<p>F2.2 Cost of Tendering</p>	<p>The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer.</p>
<p>F.2.7</p>	<p>The arrangements for the tender clarification are:</p> <ul style="list-style-type: none"> • A compulsory clarification meeting with representatives of the Employer will take place at Rothdene Sewage Pump Station 72 Viljoen Ave, Kookrus, Meyerton, 1961 GPS Coordinates: -26.603641, 27.998760 on 10 April 2024 starting at 10h00. • Bidders will be given an opportunity to ask questions/clarifications by sending an email to tenders@midvaal.gov.za. Please quote the Bid No. on the subject line. The 16th of April 2024 will be the cut-off to asking questions/ requests for clarifications. • The municipality will respond to all received queries/clarifications on the 19th of April 2024.
<p>F.2.8</p>	<p>Two-envelope procedure will not be followed.</p> <p>Tenders will be opened in public soon after closing time and recording of received documents will be done. Tenderers name and total prices offered in the form of offer and acceptance will be read out.</p>
<p>F.2.9</p>	<p>The closing time for submission of tender offers is 11h00 on Monday, 29 April 2024.</p> <p>The Midvaal Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
<p>F.2.10</p>	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
<p>F.2.11</p>	<p>The tender offer validity period is 90 days.</p>
<p>F.2.12</p>	<p>The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
<p>F.2.14</p>	<p>The Tenderer is required to submit with his tender:</p>

	<ol style="list-style-type: none"> 1) A Certificate of the Contractors Registration issued by the Construction Industry Development Board or a copy of the application Form for Registration in terms of the Construction Industry Development Board Act (Form F006) 2) Refer to Part T2.1 of this Procurement Document for a list of all additional documents that are to be returned with the tender. 3) Registration with Central Supplier Database (CSD).
<p>Add the following new clause</p> <p>F.2.15</p>	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's Representative in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
<p>Add the following new clause</p> <p>F.2.16</p>	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a) a member of: - <ul style="list-style-type: none"> • any municipal council. • 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. e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999). f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p>F.3.1</p>	<p>The time and location for opening of the tender offers are:</p> <p>29 April 2024 on the ground floor (north wing) of the Midvaal Local Municipality, 25 Mitchell Street, Meyerton, 1961</p>

F.3.2	Arithmetical errors, omissions, and discrepancies
F.3.2.1	<p>Check the highest ranked tenders or tenderers with the highest number of tenders. evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate. b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices.
F.3.2.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) If bills of quantities or pricing schedules 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 shall be corrected. 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 tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates of bills of quantities apply) to achieve the tendered total of the prices. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>

F.3.3	<p>The procedure for the evaluation of responsive tenders is Method 2</p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is 80 where the financial value inclusive of VAT of all responsive tenders received have a value not more than R50, 000, 000.00.</p> <p>Up to 20 tender evaluation points will be awarded to Tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.</p> <p>The formula to be used to calculate the points for price is as follows:</p> $\text{Formula A: } N_p = 80 \times \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)$ <p> N_p = Points scored for comparative price of bid/offer under consideration P_t = Comparative price of bid under consideration P_{min} = Comparative price of lowest acceptable bid/offer </p> <p>In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p>																																																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">GOAL</th> <th style="width: 30%;">WEIGHT</th> <th style="width: 30%;">REQUIRED PROOF</th> <th colspan="2" style="width: 25%;">SUBMITTED (TICK)</th> </tr> <tr> <td></td> <td></td> <td></td> <th style="width: 10%;">Yes</th> <th style="width: 15%;">No</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">Local Enterprise (10 points)</td> <td style="text-align: center;">10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality</td> <td rowspan="4" style="vertical-align: top;"> <input type="checkbox"/> Rates and Taxes statement in the name of the business, or that of its director(s); OR <input type="checkbox"/> Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa). </td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3 Points, if the business operates outside the Sedibeng jurisdiction</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">0 points for non-submission</td> <td></td> <td></td> </tr> <tr> <td rowspan="7" style="text-align: center; vertical-align: middle;">B-BBEE Status (10 points)</td> <td style="text-align: center;">Status Contributor</td> <td rowspan="7" style="vertical-align: top;"> B-BBEE certificate: - issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR - from an accredited </td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">10</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">8</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">6</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">4</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">3</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">2</td> <td></td> <td></td> </tr> </tbody> </table>	GOAL	WEIGHT	REQUIRED PROOF	SUBMITTED (TICK)					Yes	No	Local Enterprise (10 points)	10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality	<input type="checkbox"/> Rates and Taxes statement in the name of the business, or that of its director(s); OR <input type="checkbox"/> Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa).			5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction			3 Points, if the business operates outside the Sedibeng jurisdiction			0 points for non-submission			B-BBEE Status (10 points)	Status Contributor	B-BBEE certificate: - issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR - from an accredited			1	10			2	8			3	6			4	5			5	4			6	3			7	2		
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		8	1	institution registered with SANAS; OR a valid sworn affidavit, as issued by the DTIC	
F.3.3.1	<p>Bid offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and c) the bidder has not: <ul style="list-style-type: none"> i. abused the Employer’s Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; and d) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder’s ability to perform the contract in the best interests of the employer or potentially compromise the bid process. 				
F.3.3.2	<p>Evaluation Criteria:</p> <ul style="list-style-type: none"> i) This Project is estimated to have a cost of not above R50, 000, 000.00 and consequently the Tender proposals will be evaluated in accordance with the 80/20 preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). ii) The points out of 80 will be calculated based on price and 20 points on Local Enterprise and BBB-BEE status as shown below. <p>SPECIFIC GOALS & POINTS:</p> <ul style="list-style-type: none"> ▪ Local Enterprise: 10 Points ▪ B-BBEE: 10 Points iii) Experience of the Company and Project Team in terms of the stated requirements of the project. iv) Track record/potential of the tendering company/firm to serve as a stable contractual partner. v) Price as per proposal submission vi) Local Enterprise and B-BBEE Preference Benefit only the bidders who passed the functionality and Financial Plans will be evaluated for award of the contract. vii) The point out of 20 will be allocated as contemplated in (MBD 6.1) in the Preferential Procurement Policy Framework Act, 2017. viii) The evaluation of Bids will be undertaken in terms of the MFMA. <p>The tender process requires the technical and pricing proposals to be submitted. Weighting with respect to response evaluation will be applied according to the following broad guidelines:</p> <p>Section A: Supply Chain Management Pre-Compliance</p>				

	<p>Bidders must submit the following documents. Failure to submit these forms will lead to disqualification of your bid.</p> <p>i) Attendance of compulsory briefing session. Briefing Session Attendance register will be used as a proof of attendance.</p> <p>ii) Signed all pages of Tender document.</p> <p>iii) All required certificates attached:</p> <ul style="list-style-type: none"> • Completed and signed MBD 1 • A unique security personal identification number (PIN) issued by the South African Revenue Services • Current municipal rates for the Entity and all Directors of the entity not older than 90 days and not more than 3 months in arrears (submit proof of lease agreement where premises are rented and latest invoice). • Completed and signed Declaration of interest (MBD 4). • MBD 6.1 Preference points claim. • Complete and signed contract form purchase of good/works (MBD 7.1). • Complete and signed Declaration of Bidders past Supply Chain Practices (MBD 8). • Completed and signed Certificate of Independent Bidder determination (MBD 9). • Proof of valid registration with CIDB • Certified Joint Venture Agreement (In case of Joint Ventures and Consortium, if applicable) <p>FAILURE TO COMPLETE AND SUBMIT THE ABOVE DOCUMENTS WILL RESULT IN THE BID BEING DISQUALIFIED]</p> <p><u>Additional Compulsory Pre-Compliance Submissions</u></p> <ul style="list-style-type: none"> • Valid COID certificate issued by the Department of Labour. • Original or Certified Copy of B-BBEE Certificate issued by SANAS accredited verification agent (MBD 6.1) or an original sworn Affidavit for Service Providers with the turnover below R 10 million.
<p>F.3.4</p>	<p>The number of paper copies of the signed contract to be provided by the employer is ONE.</p>

F.3.11.3 EVALUATION CRITERIA

The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive, and cost-effective. The evaluation for this bid will be carried out in terms of Regulation 28, read together with Regulation 38, 43 and 44 of the Municipal Finance Management Act's ("MFMA") Supply Chain Management Regulations.

The evaluation of bids will be undertaken in terms of the MFMA.

The bid will be evaluated in two phases:

1. Phase 1 Technical (Functional) Evaluation
 - 1.1. Technical Evaluation

Functional Evaluation Criterion

The Bidders who fulfil the Pre-Qualifying Criteria will be evaluated for Phase One: Technical (Functionality) Criteria as shown in the following table below: -

The maximum points allocation per criterion is summarised in the following table:

CRITERION	MAXIMUM POINTS TO BE ALLOCATED	MINIMUM POINTS TO BE ALLOCATED
Company Experience	30	15
Experience of Key Staff	40	20
TOTAL	70	35

Bidders must score a minimum of 35 points of the functionality points to be evaluated further.

Company experience

Bidders are required to submit appointment letters and corresponding completion certificates. Failure to supply both the appointment letters and the corresponding completion certificates as required will mean that the project will not be contributing towards experience of the company. Bidders who do not meet the minimum qualifying points will not be evaluated further.

Criteria	Max points	Description of requirements	Points Allocation		Minimum Qualifying Points
Company Experience	30	Bidders to submit appointment letters & corresponding completion certificates indicating previous experience in Odour Control Systems (Air filtration / Biofilter), within the last 10 years (2014 to date). The value of each project must be minimum of R1,5million. The documents to be considered valid they must satisfy the below: - Letter head of the institution. - Clear description of the services that were rendered. - Indicate value of the project.	0 to 1 Projects Completed	0 points	15
			2 to 3 Projects Completed	15 points	
			4 and above Projects Completed	30 points	

		<p>- Dated. - Signed to indicate validity.</p> <p>Projects where bidders were subcontracted on will only be accepted if both the appointment letter and the corresponding completion certificate for both the main contractor and the subcontractor are attached, and the value of projects is equal to or greater than R1,5 million.</p>			
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Experience of Key Staff

Bidders must Provide copies of their CV's, qualifications, and certifications for their key staff in order to obtain points. Failure to submit the required documentation will result in the bidder not being awarded points.

Project Leader/Engineer (Total Points 10) - Bidders must score a minimum of 5 qualifying points in order to be evaluated further.

Scoring	Points	Project Leader/Engineer
Very Poor	0	No qualification and/or no ECSA professional registration and/or no experience in Wastewater systems and Odour Control Systems (Air filtration / Biofilter).
Poor	3	NQF level 7 or above in Civil/ Mechanical/ Chemical/ Process Engineering tertiary qualification and ECSA professional registration with less than 6 years' experience in Wastewater systems of which 3 years of this experience is in Odour Control systems (Air filtration / Biofilter).
Good	5	NQF level 7 or above in Civil/ Mechanical/ Chemical/ Process Engineering tertiary qualification and ECSA professional registration with 6 to less than 9 years' experience in Wastewater systems of which 3 years of this experience is in Odour Control systems (Air filtration / Biofilter).
Very Good	10	NQF level 7 or above in Civil/ Mechanical/ Chemical/ Process Engineering tertiary qualification and ECSA professional registration with 9 years and above experience in Wastewater systems of which 3 years of this experience is in Odour Control systems (Air filtration / Biofilter).

* Experience required is for designing / construction / operations / maintenance of wastewater system and 3 years of this experience must be in odour control systems (air filtration / biofilter).

* Project Leader/Engineer must be professionally registered with Engineering Council of South Africa (ECSA).

* Attach CV, proof of ECSA registration and qualifications of NQF level 7 or above.

Mechanical Technician (Total Points 10) - Bidders must score a minimum of 5 qualifying points in order to be evaluated further.

Scoring	Points	Mechanical Technician
Very Poor	0	No qualification and/or no experience in Water & Wastewater systems.
Poor	3	NQF level 6 or above in Mechanical Engineering tertiary qualification with less than 3 years' experience in Water & Wastewater systems.
Good	5	NQF level 6 or above in Mechanical Engineering tertiary qualification with 3 to less than 5 years' experience in Water & Wastewater systems.
Very Good	10	NQF level 6 or above in Mechanical Engineering tertiary qualification with 5 years and above experience in Water & Wastewater systems.

* Experience required is for construction / operations / maintenance of Water & Wastewater Systems

* Attach CV and qualifications of NQF level 6 or above

Artisan (Total Points 10) - Bidders must score a minimum of 5 qualifying points in order to be evaluated further.

Scoring	Points	Artisan
Very Poor	0	No qualification and/or no experience in Water & Wastewater systems.
Poor	3	Artisan certificate and trade test certificate with less than 2 years in Water & Wastewater systems.
Good	5	Artisan certificate and trade test certificate with 2 to less than 4 years in Water & Wastewater systems.
Very Good	10	Bidders to submit artisan certificate and trade test certificate with 4 years and above experience in Water & Wastewater systems.

* Experience required is for construction / operations / maintenance of Water & Wastewater Systems.

* Attach CV and certifications.

Health & Safety Officer (Total Points 10) - Bidders must score a minimum of 5 qualifying points in order to be evaluated further.

Scoring	Points	Health & Safety Officer
Very Poor	0	No qualification and/or no construction experience.
Poor	3	Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with less than 2 years' experience in construction.
Good	5	Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 2 to less than 4 years' experience in construction.
Very Good	10	Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 4 years' experience or above in construction.

*Experience required is for construction projects in any field within the built environment.

*Attach CV and Qualification of NQF level 5 or above in Occupational Health & Safety or Safety Management.

Note: The bidders need to score a minimum of **35 points** for functionality to be evaluated further.

Phase 2: Financial Offer and Specific Goals

The Financial Offer and Specific Goals of the Bidders who scored a minimum of 35 points for Functionality Criteria will be evaluated further.

3 AWARD OF BID

The MIDVAAL LOCAL MUNICIPALITY reserves the right, at its discretion, to award the bid to:

- a) Not the lowest bidder
- b) Not the highest scoring bidder.
- c) Not any bidder at all
- d) In part / by item to various bidders, if so required
- e) In the event of multiple bids for similar scope of works, the MLM reserves the right to appoint more than one bidder for such similar work.
- f) Successful bidders may be subjected to security vetting process and clearance before considered for an award by the MLM.
- g) MLM reserves the right to negotiate rates with successful bidders before award.
- h) Contractors will be issued with purchase orders on an as and when required basis.
- i) This will be a rate-based tender.



MIDVAAL LOCAL MUNICIPALITY

BID NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS” .

T1.4 SCHEDULE OF CONTRACT DOCUMENTS

T1.4 SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

THE TENDER (VOLUME 1)

PART 1: TENDER PROCEDURE

SANS 294: 2004 – Standard Conditions of Tender (Annex F). This publication is available from Standards South Africa (a division of SABS) Tel (012) 428-6929/33.

THE TENDER (VOLUME 2)

PART 2: RETURNABLE DOCUMENTS AND SCHEDULES

Schedule of Returnable documents

THE CONTRACT (VOLUME 3)

PART 1: AGREEMENT AND CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering. This publication is available from the South African Institution of Civil Engineering (Tel: (011) 805-5949).

PART 2: PRICING DATA

The pricing Data and Schedule of Rates.

PART 3: SCOPE OF WORKS

The Midvaal Local Municipality (MLM) requires the contractor to undertake Design, Supply, Delivery, Installation and Commissioning of Odour Control System (Biofilter).

THE CONTRACT DRAWINGS (VOLUME 4)

To be confirmed after completion of designs by the contractor.



MIDVAAL LOCAL MUNICIPALITY

MIDVAAL LOCAL MUNICIPALITY

CONTRACT No. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

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THE TENDER (VOLUME 2)

PART 2. RETURNABLE DOCUMENTS AND SCHEDULES

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

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FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Returnable Schedules required for tender evaluation purposes

The following Forms as must be completed by Tenderer for evaluation purposes:

FORM A	INVITATION TO BID (MBD 1)
FORM B	RECORD OF ADDENDA TO BID DOCUMENTS
FORM C	VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE
FORM D	AUTHORITY OF SIGNATURE
FORM F	BIDDER'S FINANCIAL REFERENCE AND RATINGS
FORM G	PREFERENCE SCHEDULE (MBD 6.1)
FORM I	PROOF OF REGISTRATION WITH CIDB
FORM J	DECLARATION OF INTEREST (MBD 4)
FORM K	MIDVAAL LOCAL MUNICIPALITY INDEMNITY
FORM M	BIDDER'S PAST SUPPLY CHAIN PRACTICES (MBD 8)
FORM N	OHS ACT DECLARATION AND SUBMISSION
FORM O	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
FORM P	DECLARATION OF MUNICIPAL RATES AND TAXES
FORM Q	CONSENT AND ACKNOWLEDGEMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)
FORM R	DECLARATION OF BIDDERS LITIGATION HISTORY
FORM T	CHECKLIST FOR DOCUMENTATION TO BE RETURNED
FORM T.1	COID CERTIFICATE ISSUED BY DEPARTMENT OF LABOUR
FORM T.2	JOINT VENTURE AGREEMENT
FORM T.3	LETTER OF COMMITMENT TO SUBMIT A PERFORMANCE GUARANTEE EQUIVALENT TO 10% OF CONTRACT AMOUNT
Section C1.4	DATA PROVIDED BY THE CONTRACTOR
Section C2.2	PRICING SCHEDULE
Section C2.2.1	SUMMARY SCHEDULE OF RATES OFFER

The following documentation is required to be used in the functional evaluation scoring:

FORM U	COMPLETED PROJECTS
FORM V	EXPERIENCE OF NOMINATED PERSONNEL
FORM W	LETTER OF COMMITMENT TO SUBMIT DESIGNS, CONSTRUCTION METHODOLOGY, SAFE WORK PLAN AND QUALITY CONTROL PLAN.
FORM X	PERFORMANCE MANAGEMENT SYSTEM

3. Documents

Documents to be returned are:

- Tender Procedures (Volume 1)



- Returnable Documents and Schedules (Volume 2)
- The Contract (Volume 3 Parts 1, 2 ,3, 4, and 5)
- A written proposal responding to Part 5, Annexures C5.2: Specification for Occupational Health and Safety contained in the Construction Specification, Part H in Volume 3 **IS NOT REQUIRED FOR NOW BUT HOWEVER THIS WILL BE REQUIRED BEFORE A SPECIFIC PROJECT AWARD BY MLM. BIDDERS SHOULD TAKE NOTE OF THIS REQUIREMENT!**



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

T2.2 RETURNABLE SCHEDULES



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM A: INVITATION TO BID

MBD 1

MBD 1

MBD 1 – INVITATION TO BID

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MIDVAAL LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Block A – Ground Floor,	
25 Mitchell Street,	
Meyerton,	
1961	
SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	



TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No: MAAA_____
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		DEPARTMENT	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

MBD 1



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA? YES NO



3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

HAS AN ORIGINAL AND VALID SARS TAX PIN CERTIFICATE BEEN ATTACHED? **MBD 2**

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED OR SWORN AFFIDAVIT

YES	NO
-----	----

ON DTI FORM FOR EME/QSE? **MBD 6.1**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (TICK APPROPRIATE BOX)

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

A VERIFICATION AGENCY ACCREDITED BY THE SA NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

AN AFFIDAVIT BY EME OR QSE



(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT ON DTI FORM FOR EME/QSE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA**

YES	NO
-----	----

FOR THE GOODS/SERVICES/WORKS OFFERED? (IF YES ENCLOSE PROOF)

NAME.....

SIGNATURE
BIDDER.....

OF

DATE.....

CAPACITY UNDER WHICH BID IS
SIGNED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Midvaal Local Municipality (MLM)

Department: Supply Chain Management / Operations

E-mail address: tenders@midvaal.gov.za

ATTACH B-BBEE CERTIFICATE OR SWORN AFFIDAVIT AFTER THIS PAGE



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Midvaal Local Municipality or their Agent before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signature _____

Date _____

Name _____

Capacity _____

Tenderer _____



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM C: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE

1. Bidders must submit Vendor Number Registration with Central Supplier Database
2. Failure to submit the Vendor Number Registration with Central Supplier Database may result with the bidder being disqualified.

ENTITY NAME.....

VENDOR NUMBER REGISTRATION

NAME.....

SIGNATURE OF BIDDER.....

DATE.....

CAPACITY UNDER WHICH BID IS SIGNED.....



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM D: AUTHORITY FOR SIGNATORY

Signatories for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors, to this form.

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 all documents in connection with the Tender for Contract No and any Contract which may arise therefrom on behalf of (block capitals)

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESSES : 1.

: 2.



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM F: BIDDER’S FINANCIAL REFERENCES AND RATINGS

FINANCIAL REFERENCES

(a). BANK RATING

1. It is requisite that a bank rating be obtained, bearing an original stamp by the relevant bank.

(b) FINANCIAL STATEMENTS

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

(c) DETAILS OF COMPANY’S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
<i>Street address</i>		



Name of manager		
Telephone number	()	()
Account number		
Bank Rating		

SIGNED AT ON THIS DAY OF 20.....

SIGNED ON BEHALF OF BIDDER :

SIGNED BY BANK MANAGER :

DATE :

PLACE BANK STAMP HERE
 OR ATTACH BANK LETTER ON
 OFFICIAL LETTERHEAD TO THIS PAGE

NAME OF SIGNATORY :

NAME OF COMPANY :

AS WITNESSES : 1

: 2



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM G: PREFERENCE SCHEDULE (MBD 6.1)

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20...preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80

B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCAL ENTERPRISE	10
Total points for Price and B-BBEE must not exceed	100

- 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.

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:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) An affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 3) 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.
- PART 1**
- (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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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
1	10
2	8
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10)

(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?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:



- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]



8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM I: PROOF OF REGISTRATION WITH CIDB

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Venture / Consortium:			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp>)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the bid:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____



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FORM J: DECLARATION OF INTEREST (MBD 4)

- 1. No bid will be accepted from persons in the service of the state¹.
- 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 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) 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.

² 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.

- 3.6 VAT Registration Number
- 3.7 The names of all directors / trustees / shareholders members, their individual identity



numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

3.10 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**

3.10.1 If yes, furnish particulars

3.11 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**

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

3.14 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**

3.14.1 If yes, furnish particulars



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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder



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FORM K: MIDVAAL LOCAL MUNICIPALITY INDEMNITY



MIDVAAL LOCAL MUNICIPALITY INDEMNITY

1. The Contractor hereby agrees to indemnify, hold harmless and defend Midvaal Local Municipality 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’ 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 Midvaal Local Municipality’s property as a result of the negligent acts or omissions of contractors or its subcontractor’s employees.
 - 1.8 Contractor shall indemnify Midvaal Local Municipality 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.

BIDDER’S AUTHORISED SIGNATORY:

Full Names and Surname:

Signature:

MIDVAAL LOCAL MUNICIPALITY

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BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM M: BIDDER’S PAST SUPPLY CHAIN PRACTICES (MBD 8)

1. **Any bid may be rejected if that bidder or any of its directors have:**
 - abused the Municipality's/Municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

Item	Question	Yes	No
	number (012)3265445)		
2.2.1	If so, furnish particulars:		
2.3	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"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Bidder or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality / 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"/>
2.4.1	If so, furnish particulars:		
2.5	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 to comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		



CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER



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FORM N: OHS ACT DECLARATION AND SUBMISSION

The Bidder declares himself to be conversant with the following:

1. 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 13: Duty to Inform
 - iv) Section 37: Acts or omissions by employees or mandatories
 - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
2. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.
3. Bid document Volume 5: Midvaal Local Municipality’s Specification for Occupational Health and Safety, including all the Annexures.
4. Bid document Volume 3: Project Specification PD: Supplement to Volume 5: Specification for Occupational Health and Safety.
5. Bid document Volume 3: C1.7 Agreement in terms of Occupational Health and Safety Act.

The Bidder declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS requirements should he be awarded the contract.

The Bidder confirms that he has included with his bid a written proposal describing how he will comply with OHS requirements

Signature _____ Date _____
 Name _____ Capacity _____
 Bidder _____



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FORM O: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)



FORM O: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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. takes 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. cancels 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

.....
(Bid Number and Description)



in response to the invitation for the Bid made by:

.....

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been authorized by the Bidder to determine the terms of, and to sign, the Bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive Bidding
7. 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.
- 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

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



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM P: DECLARATION OF MUNICIPAL RATES AND TAXES



FORM P: DECLARATION OF MUNICIPAL RATES AND TAXES

A Any bid will be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than ninety (90) days.

B Bid Information

- i. Name of bidder
- ii. Registration Number
- iii. Municipality where business is situated
- iv. Municipal account number (entity) for rates
- v. Municipal account number for water and electricity
- vi. Names of all directors, their ID numbers and municipal account number.
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the Following documents are attached to this form:

.....
.....

Signature

Date



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

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.

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 duly signed lease agreement:

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



MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM Q: CONSENT AND ACKNOWLEDGEMENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

**CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT
2013 (POPI)**

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as “MLM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM’s own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM’s mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to MLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted, or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at Johannesm@midvaal.gov.za



- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature:	Date:
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MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM R: DECLARATION OF BIDDERS LITIGATION HISTORY

The Bidder shall list below details of any litigation with which the Bidder (including directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department, including the MLM, within the last ten years. The details must include the year, the litigating parties, and the subject matter of dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED



CERTIFICATION

I, the undersigned (full Name)

Certify that the information furnished on this declaration form 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.

Name (Block Letter)

Capacity of authorized agents:

Signature(s) of authorized agents:

Signed at on this day of:

Witness (Full name – BLOCK LETTERS – and signature)

1 Name in Block Letters

2 Name in Block Letters

Date:

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM T: CHECKLIST FOR DOCUMENTATION TO BE RETURNED and ADDITIONAL DOCUMENTS REQUIRED FOR PRE- COMPLIANCE

The following documents must be returned by the Bidder for evaluation purposes in addition to the Schedule listed in previous paragraphs. Failure to supply the documents listed below may result in disqualification.

THE FOLLOWING DOCUMENTS MUST BE FURNISHED (FAILURE TO SUBMIT COMPULSORY DOCUMENTATION MAY RESULT IN YOUR BID BEING DISQUALIFIED)		YES	NO
1	CSD Compliance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	B-BEE Certificate issued by SANAS accredited verification agent/ OR AFFIDAVIT FOR EME/QSE ON DTI FORMAT	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Proof of valid registration with CIDB	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Current municipal rates for the entity and directors of the entity not older than 90 days (submit proof of lease agreement where premises are rented and the latest invoice). Complete MLM Lease form attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	Declaration of Bidders past Supply Chain Practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6	Completion of Form T for completed projects	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	CV's and copies of qualifications and Registrations for Project Staff as per From U	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8	Signed Declaration of Interest	Yes <input type="checkbox"/>	No <input type="checkbox"/>



9	Certificate of Independent Bidder determination	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10	Certified Joint Venture Agreement (In case of Joint Ventures and Consortium)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11	Valid COID certificate issued by the Department of Labour	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12	Fully Completed and Signed all MBD forms	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13	Completed Detailed Project Plan (see Form V)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Signature _____ Capacity _____

Name _____



FORM T1: COID CERTIFICATE ISSUED BY DEPARTMENT OF LABOUR

The Bidder must submit ***COID CERTIFICATE FROM DEPARTMENT OF LABOUR.***

Only certificate from The Department of Labour is acceptable

The Bidder hereby certifies that the COID CERTIFICATE as required by the Bid, has been submitted and is attached after this page

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

ATTACH AFTER THIS PAGE



FORM T2: JOINT VENTURE AGREEMENT

The Bidder hereby certifies that the **JOINT VENTURE AGREEMENT** as required by the Bid, have been submitted and are attached after this page

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____



**FORM T3: LETTER OF COMMITMENT TO SUBMIT A PERFORMANCE GUARANTEE
EQUIVALENT TO 10% OF CONTRACT AMOUNT**

The Bidder hereby certifies that the bidder **HAS** submitted a letter under its company's letterhead that indicates that "a performance guarantee amounting to 10% of the contract value" will be issued as required by the MLM.

The MLM'S REQUIREMENTS ARE AS FOLLOWS: -

- i) Contractors will be required to submit a performance guarantee amounting to 10% of the contract value, for every contract entered into.
- ii) The contractor will be required to submit a signed letter of intent to produce a performance guarantee of 10 percent of the appointment value of any project awarded.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____



MIDVAAL LOCAL MUNICIPALITY

CONTRACT No. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

FORM U: COMPLETED PROJECTS

FORM U: SCHEDULE OF BIDDER'S EXPERIENCE IN ODOUR CONTROL SYSTEMS (AIR FILTRATION / BIOFILTER).

Name of the Bidder		
NUMBER OF YEARS' EXPERIENCE ODOUR CONTROL SYSTEMS (AIR FILTRATION / BIOFILTER).		
PROJECT No.	1	2
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		



PROJECT No.	2	3
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		



PROJECT No.	5	6
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		



PROJECT No.	7	8
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed)(months/year)		
Main Contractor (Yes/No)		

FORM V: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have in their full-time employment an experienced Project Leader/Engineer, Mechanical Technician, Artisan and a Health and Safety Officer. To be considered for the short-listing onto the panel, bidders must meet the functional assessment criteria. The information will be verified with the references provided. Any information found to be untruthful will lead to the immediate disqualification of the Service Provider. The bidder must have in its employment a: -

- i) Project Leader/Engineer with 9 years and above experience in Wastewater systems of which 3 years of this experience is in Odour Control systems (Air filtration / Biofilter), in order to score maximum points.
- ii) Mechanical Technician with 5 years and above experience in Water & Wastewater systems., in order to score maximum points.
- iii) Artisan with 4 years and above experience in Water & Wastewater systems, in order to score maximum points.
- iv) Health and Safety Officer 4 years and above experience in construction for any field within the built environment, in order to score maximum points.

NB:

One individual may not be nominated for more than one role or position for this bid. If an individual is nominated for more than one role then the points will only be allocated for one of the roles and the bidder will score zero on any other role.

It is **mandatory** to complete all fields in Form V for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields for the project listed may lead to the bidder losing points during functional evaluation under the categories. Should the bidder choose to present the required information in the attachments, then the bidder must **COMPLETE FORM (V) FIRST and then** make a clear reference to such attachments so that they may be considered; and such attachments must provide the same information requested for in Form V.

TYPICAL FORMS TO BE COMPLETED BY THE BIDDERS

- **Form V(i) Project Leader/Engineer**
- **Form V(ii) Mechanical Technician**
- **Form V(iii) Artisan**
- **Form V(vi) Health and Safety Officer**



FORM V(i) Project Leader / Engineer

Post	Name	Qualifications (NQF level 7 or above in Civil/ Mechanical/ Chemical/ Process Engineering)	ECOSA Professional Registration	Experience in years
Project Manager				

Bidders are required to submit as attachments after this page, eg qualifications, professional registration, CV.

Project Leader / Engineer

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

Project Leader / Engineer		
Name and Surname		
Experience in years' experience as Project Leader / Engineer		
EXPERIENCE AS PROJECT LEADER / ENGINEER IN WASTEWATER SYSTEMS OF WHICH 3 YEARS OF THIS EXPERIENCE IS IN ODOUR CONTROL SYSTEMS (AIR FILTRATION / BIOFILTER).		
YEAR of Experience as Project Leader / Engineer	Year 1 (.....) (e.g.2017 etc	Year 2 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		



Project Leader / Engineer		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____



Project Leader/Engineer		
EXPERIENCE AS PROJECT LEADER / ENGINEER IN WASTEWATER SYSTEMS OF WHICH 3 YEARS OF THIS EXPERIENCE IS IN ODOUR CONTROL SYSTEMS (AIR FILTRATION / BIOFILTER).		
YEAR of Experience as Project Leader/Engineer	Year 3 (.....) (e.g.2017 etc)	Year 4 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Project Leader/Engineer		
EXPERIENCE AS PROJECT LEADER / ENGINEER IN WASTEWATER SYSTEMS OF WHICH 3 YEARS OF THIS EXPERIENCE IS IN ODOUR CONTROL SYSTEMS (AIR FILTRATION / BIOFILTER).		
YEAR of Experience as Project Leader/Engineer	Year 5 (.....) (e.g.2017 etc)	Year 6 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Project Leader/Engineer		
EXPERIENCE AS PROJECT LEADER / ENGINEER IN WASTEWATER SYSTEMS OF WHICH 3 YEARS OF THIS EXPERIENCE IS IN ODOUR CONTROL SYSTEMS (AIR FILTRATION / BIOFILTER).		
YEAR of Experience as Project Leader/Engineer	Year 7 (.....) (e.g.2017 etc)	Year 8 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Project Leader/Engineer		
EXPERIENCE AS PROJECT LEADER / ENGINEER IN WASTEWATER SYSTEMS OF WHICH 3 YEARS OF THIS EXPERIENCE IS IN ODOUR CONTROL SYSTEMS (AIR FILTRATION / BIOFILTER).		
YEAR of Experience as Project Leader/Engineer	Year 9 (.....) (e.g.2017 etc)	Year 10 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		



FORM V(ii) Mechanical Technician

Post	Name	Qualifications (NQF level 6 or above in Civil/ Mechanical/ Chemical/ Process Engineering)	Experience in years
Mechanical Technician			

Bidders are required to submit as attachments after this page, the qualifications and CV

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

Mechanical Technician

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

Mechanical Technician		
Name and Surname		
Experience in years' experience as Mechanical Technician		
EXPERIENCE AS MECHANICAL TECHNICIAN IN WATER & WASTEWATER SYSTEMS.		
YEAR of Experience as Mechanical Technician	Year 1 (.....) (e.g.2017 etc)	Year 2 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		



Mechanical Technician		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		



EXPERIENCE AS MECHANICAL TECHNICIAN IN WATER & WASTEWATER SYSTEMS.		
YEAR of Experience as Mechanical Technician	Year 3 (.....) (e.g.2017 etc)	Year 4 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		



EXPERIENCE AS MECHANICAL TECHNICIAN IN WATER & WASTEWATER SYSTEMS.		
YEAR of Experience as Mechanical Technician	Year 5 (.....) (e.g.2017 etc)	Year 6 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		



FORM V (iii) Artisan

Post	Name	Certificate and trade test certificate	Experience in years
Artisan			

Bidders are required to submit as attachments after this page, eg the certifications, CV.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

Artisan

Artisan		
Name and Surname		
Experience in years' experience as Artisan		
EXPERIENCE AS ARTISAN IN WATER & WASTEWATER SYSTEMS		
YEAR of Experience as Artisan	Year 1 (.....) (e.g.2017 etc)	Year 2 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		



Artisan		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		



EXPERIENCE AS ARTISAN IN WATER & WASTEWATER SYSTEMS		
YEAR of Experience as Artisan	Year 3 (.....) (e.g.2017 etc)	Year 4 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____



FORM V (iii) Health and Safety Officer

Post	Name	Qualifications (NQF level 5 or above in Occupational Health & Safety or Safety Management)	Experience in years
Health and Safety Officer			

Bidders are required to submit as attachments after this page, eg the qualifications, professional registrations, CV.

Signature _____ Date _____
e

Name _____ Capacity _____

Bidder _____
-

Health and Safety Officer

Experience required is for construction projects in any field within the built environment.

HEALTH AND SAFETY OFFICER		
Name and Surname		
Experience in years' experience as Health and Safety Officer		
EXPERIENCE AS HEALTH AND SAFETY OFFICER IN CONSTRUCTION PROJECTS.		
YEAR of Experience as Health and Safety Officer	Year 1 (.....) (e.g.2017 etc)	Year 2 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		



HEALTH AND SAFETY OFFICER		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		



EXPERIENCE AS HEALTH AND SAFETY OFFICER IN CONSTRUCTION PROJECTS.		
YEAR of Experience as Health and Safety Officer	Year 3 (.....) (e.g.2017 etc)	Year 4 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____



FORM W: LETTER OF COMMITMENT TO SUBMIT DESIGNS, CONSTRUCTION METHODOLOGY, SAFE WORK PLAN AND QUALITY CONTROL PLAN

The bidder must **NOTE THAT a quality proposal detailing the following is not required for now but a letter committing to submit when required by MLM** should be attached to the Bid after this bid:

The quality proposal will comprise the following:

- Designs

See C.3.2

- Construction Methodologies (Method Statements):

The example methodologies provided should be in line and reflect all items that will typically be completed during the construction of the new roads and associated stormwater systems.

- Safe Work Procedures:

The bidder has to give a description on items that will be adressed in his safety plan. All activities in the construction programme to be discussed and to be in line with the Occupational Health and Safety Act and the Construction Regulations. Full details to be supplied on successful appointment.

- Quality control plan:

The bidder has to give a description on how the quality control procedures for all activities will be enforced and he has to give a brief description on his abilities and qualifications of his quality control personnel.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____



FORM X: 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.

An assignment specific PMS has been drafted and needs to be signed by the appointed signatory as part of this tender document and the costing for this project will run during the 2023 to 2026 *financial* budget years. The Minutes of Site Meetings will be used to record items listed in the PMS.

ACCEPTANCE OF PMS AGREEMENT

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

Signature _____ Date _____
Name _____ Capacity _____
Tenderer _____



PERFORMANCE MANAGEMENT SYSTEM EXTERNAL SERVICE PROVIDERS

(in terms of Section 116 of the Municipal Finance Management Act, Act 56 of 2003)

CONTRACT		
BIDDER		
TERM OF CONTRACT		TENDER NUMBER:
DATE OF ASSESSMENT		RESPONSIBLE OFFICIAL/S:



KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	OUTCOME OF PERFORMANCE ASSESSMENT	RECTIFICATION MEASURES TO BE IMPLEMENTED IN THE CASE OF REPORTED DEVIATIONS	AGREED RECTIFICATION MEASURES TO COMPLY
KEY DELIVERABLES AS PER TENDER SPECIFICATIONS					
General Conditions	Comply and adhere to the General Conditions of contract: <ol style="list-style-type: none"> 1. Contractual Obligations 2. Key Staff documentation. 3. Scope of Work & Specifications 4. Quality Material 5. Adhere to Programme of Works 6. Adhere to Cashflow Projections 	Within the 14			
Monthly Meetings	Attending Monthly progress meetings	Monthly			
Reports	Weekly and Monthly reports according to contract deliverables	Monthly			



Contracts of Employment and for SMME's	Submit signed contracts of employment and SMME's.	Once - off			
Claims/Invoices	Submit Monthly invoice with correct claim and on time. Provide evidence that employees & SMME'S have been paid.	Monthly			
Execution of Works	Works executed in accordance with specifications as stated in the contract document, required quality and within the required timelines.	As and when required			



Occupational Health and Safety	Compliance to Occupational Health and Safety Act provisions	As and When Required			
---------------------------------------	---	----------------------	--	--	--

Accepted and agreed upon:

ON BEHALF OF **SERVICE PROVIDER**

DATE

ASSISTANT DIRECTOR: SANITATION

DATE

DIRECTOR: WATER AND SANITATION

DATE



MIDVAAL LOCAL MUNICIPALITY

1 MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

THE CONTRACT (VOLUME 3)

PART 1. AGREEMENT AND CONTRACT DATA



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

PART 1: AGREEMENT AND CONTRACT DATA

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MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C1.1 AGREEMENT (FORM OF OFFER AND ACCEPTANCE)



C1.1 AGREEMENT (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:

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

.....Rand (in words); R (In figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes a party named as the Contractor in the Conditions of Contract identified in the Contract Data.

NB



Signature(s) _____ Date _____

Name _____ Capacity _____

for the tenderer _____
(Name and address of organisation)

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____



ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in The Contract (Volume 3), which contains:

Part 1 Agreement and Contract Data

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site Information

Part 5 Annexures and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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



Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt

notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature _____ Date _____

Name _____ Capacity _____

for the Employer - The Midvaal Local Municipality

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C1.2 SCHEDULE OF DEVIATIONS



C1.2 SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the Contract.

1 **Subject**

Details

2 **Subject**

Details

3 **Subject**

Details

4 **Subject**

Details

5 **Subject**



By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature _____ Date _____

Name _____ Capacity _____

Tenderer _____
(Name and address of organisation)

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

For the Employer:

Signature _____ Date _____



Contract Part 1
Agreement and Contract Data
Schedule of Deviations

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

Name _____ Capacity _____

For the Midvaal Local Municipality

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C1.3 PRO FORMA – FORM OF GUARANTEE



C1.3 FORM OF GUARANTEE

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

WHEREAS the Midvaal Local Municipality

(Hereinafter referred to as "the Employer") entered a Contract with

(hereinafter called "the Contractor") on the day of

for the Odour Control System in Midvaal Local Municipality.

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

AND WHEREAS _____

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

NOW THEREFORE WE, _____

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

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



3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of R 2.5m
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

In witness where of this guarantee has been executed by us

at _____ on this _____ day of _____ 20____

Signature _____

Date _____

Name _____

Duly authorised to sign on behalf of _____

Address _____



AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C1.4 CONTRACT DATA (CONDITIONS OF CONTRACT)



C1.4 CONTRACT DATA (CONDITIONS OF CONTRACT)

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

General Conditions of Contract for Construction Works (2015 Third Edition) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

ADDITIONAL CLAUSES TO THE GENERAL CONDITIONS OF CONTRACT ARE:

Clause 5.12.2.2

Extension of time due to Abnormal Rainfall

Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:

$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

V = **Extension of time in calendar days for the calendar month under consideration**

N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded.

R_w = Actual total rainfall in mm recorded during the calendar month under consideration

N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter.

R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter.

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

The rainfall records applicable to this Contract are those recorded at Weather Station 0476/399 at Johannesburg International Airport. The following values of N_n and R_n shall apply:

Month	R_n (mm)	N_n (days)
January	142.8	4.9
February	130.8	4.5
March	96.7	3.6
April	34.2	0.9
May	24.6	0.9
June	11.6	0.4
July	2.0	0.1
August	10.2	0.3
September	20.2	0.5
October	82.3	2.9
November	92.7	3.1
December	125.0	4.7
TOTAL	773.0	26.8

Unless otherwise provided in the Site Information, the value of “n” shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.

Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with clause 42.5 hereof, exceed the number of “n” normal working days.

The value of “n” does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with clause 42.5 hereof.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n .



This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm, but wet conditions prevented or disrupted work.

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African institution of Civil Engineering, Private Bag X200, Halfway House. 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract.



PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER

COMPULSORY DATA

Clause 1.1.1.13.

The Defects Liability Period is 365 days.

Clause 1.1.1.14:

The time for achieving Practical Completion to be advised indicated by the Contractor. The period for achieving Practical Completion is Weeks **(To be completed by the Contractor)**.

Clause 1.1.1.15:

The name of the Employer is Midvaal Local Municipality

Clause 1.2.1.2:

The address of the Employer is:

The physical address is 25 Mitchell Street, Meyerton, 1960

Postal Address is P.O. Box 9, Meyerton, 1960

e-mail address is tenders@midvaal.gov.za

and fax number where the Employer will receive notices is 016 360 7519.

Clause 1.1.1.26:

The Pricing Strategy is Fixed Contract.

Clauses 5.1.1 and 5.8.1:

The non-working days are Sundays.

The special non-working days are:

1. South African Public holidays and
2. The year-end break commencing on 16 December and ending on 5 January.

Clause 5.3.1:

The documentation required before commencing with the Works are:

1. Health and Safety Plan (Refer to Clause 4.3);
2. Initial programme (Refer to Clause 5.6);
3. Security (Refer to Clause 6.2) and
4. Insurance (Refer to Clause 8.6).

Clause 5.3.2:

The time to submit the documentation required before commencement of the Works is 14 days.

Clause 5.13.1:

The penalty for failing to complete the Works is R5000.00 per calendar day to a maximum of R 225 000.00 or a period of 45 days.

Add to Clause:

All penalties for which the Contractor becomes liable to shall be accumulative and the Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor. The imposition of any penalties shall not limit the Contractor from performing any of his contractual obligations.

Add clause:

5.13.3 Failure to pay SMME's and Labourers on time

The Employer shall levy a penalty on the Contractor, should the latter fail to pay SMME's (subcontractors) or labourers on time as per their contract agreements. The value of the penalty shall be determined cumulative as R2,000.00 per day late, but not exceeding two calendar months including non-working days. Should the penalty reach the maximum specified limit the Employer shall reserve the right to:

- 1) terminate the Contract;
- 2) pay the SMME's or labourers through another Contractor; and
- 3) deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties.

Add clause:

5.13.4 Penalties irreversible



The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.

Clause 5.14.1:

The requirement for achieving Practical Completion is the completion of the permanent works to the required standard and approval of such by the Employer's Representative. The works must be fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.

Clause 5.16.3:

The latent defects period is 10 years.

Clause 6.1.1:

Add on clause.

The Contractor must deliver the payment certificate to the Employer.

The Employer shall pay the Contractor within 30 days of receipt by the Employer of the payment certificate.

A maximum of four (4) payment certificate will be allowed and scheduled as follows:

1. Designs and drawings approval.
2. Delivery of unit and all materials to site - 80%.
3. Training and commissioning, sign-off and release of 5% retention.
4. Release of 5% retention after 12 months defects liability period.

Clause 6.10.1.5:

The percentage advance on materials on site not yet built into the Permanent Works is 80 percent.

Clause 6.10.3.

The limit of retention money is 10% of the Contract Sum.

Clause 6.10.5

One half of retention money shall become due and shall be paid to the Contractor when the Employer's Representative has issued a Certificate of Completion in terms of Clause 5.14.4. The other half shall be paid to the Contractor within 14 days of the expiration of the Defects Liability Period.



Clause 8.6.1.1.2:

Not Required

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1 million.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R 2,5 million.

Clause 6.8.2:

This contract is not subject to an annual contract price adjustment.

Clause 6.8.3:

Price adjustments for variations in the costs of special materials is not allowed.

Clause 10.5.1:

Dispute resolution shall be by standing adjudication.

Clause 10.7.1

The determination of disputes shall be by arbitration.



Part 2: Data provided by the Contractor.

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

The physical address is

Postal address is

The e-mail address is.....

and fax number where the Contractor will receive notices is

Clause 6.2.1:

The security to be provided by the Contractor shall be one of the following:

Type of security (VAT is included in the Contract Sum)	Applicable/Not Applicable
Cash deposit of 10% of the Contract Sum.	Not applicable.
Fixed Performance Guarantee of 10% of the Contract Sum.	Not applicable.
Variable Performance Guarantee of 10% of Contract Sum for the first period and 10% of the Contract Sum for the second period.	Not applicable.
Retention of 10% of the value of the works.	Not applicable.
Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works	Not applicable.
Fixed performance guarantee of 10% of the	Yes- this is the only security acceptable to the



Contract Sum plus retention of 10% of the value of the Works.	Employer.
Variable Performance Guarantee of 10% of the Contract Sum for the first period and 10% of the Contract Sum for the second period plus retention of 10% of the value of the Works.	Not applicable.



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C1.5 OHS ACT ANNEXURE A (AUTHORITY FOR SIGNATORY)



CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993), AND CONSTRUCTION REGULATIONS (GOVERNMENT NOTICE R1010 18 JULY 2003) OR ANY AMENDMENT THERETO

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary 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.

An example is given below:

"By resolution of the board of directors passed at a meeting held on20....,

Mr//Ms whose signature appears below, has been duly authorized to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993), AND CONSTRUCTION REGULATION (GOVERNMENT NOTICE R1010 18 JULY 2003) OR ANY AMENDMENT THERETO on behalf of

SIGNED ON BEHALF OF THE COMPANY:

Signature _____ Date _____

Name _____ Capacity _____

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____



CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C1.6 TARGETED PROCUREMENT

Refer to C3.3



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FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C1.7 ELECTRONIC PAYMENT INTO BANK ACCOUNT



RESTRICTED
ELECTRONIC PAYMENT INTO BANK ACCOUNT

1. To enable the Midvaal Local Municipality (Pty) Ltd to comply with MLM's cash management decision that payment to suppliers and service providers be done electronically, the particulars of bank accounts of suppliers and service providers must be made known to the Department's Accountant.
2. It would thus be appreciated if the particulars of bank account can be entered hereunder or on a letterhead where required. It is advised that the information will be treated as confidential.

Name of bidder	
Bank	
Branch Name	
Account Number	
Name of account holder	

3. I the undersigned certify that the above information is correct and be used for the purpose of electronic payment in accordance with the National Treasury's decision.
4. I undertake to notify the MLM of any changes to banking details in writing.

Signature _____ Date _____

Name _____ Capacity _____



MIDVAAL LOCAL MUNICIPALITY

POINTS

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

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BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

THE CONTRACT (VOLUME 3)

PART 2. PRICING DATA



MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

PART 2: PRICING DATA

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Contract Part 2
Pricing Data

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C2.1 PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Workday

- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

4. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
6. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
7. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities. Due to the nature of this commodity, the bid document will only reflect a quantity of 1(One) next to each line item. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
9. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
11. Prices to include all works that may be deemed necessary by the bidder for the full completion of the works.



Contract Part 2
Pricing Data

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C2.2 BILL OF QUANTITIES / PRICING SCHEDULE

Contract No: 8/2/2/376 4ME/3MEPE OR HIGHER (ONCE - OFF)

C2.3 PRICING SCHEDULE

Midvaal Local Municipality

Item No	Description	Unit of Measurement	Quantity	Unit rate (R)	Amount (R)
GENERAL					
1	DESIGN THE SYSTEM, SIZING, REPORTS, DRAWINGS, AND DOCUMENTATION.	Sum	1		
2	SUPPLY AND DELIVERY, INSTALLATION, CERTIFICATION, AND COMMISSIONING OF A COMPLETE SYSTEM.	Sum	1		
3	TRAINING OF PLANT OPERATORS AND PROVISION OF CLOSE OUT REPORT, AS-BUILT DRAWINGS, OPERATIONAL AND MAINTENANCE MANUALS.	Sum	1		
4	OCCUPATIONAL HEALTH AND SAFETY ACT ADMINISTRATION - HEALTH AND SAFETY FILE	Sum	1		
5	OCCUPATIONAL HEALTH AND SAFETY ACT ADMINISTRATION - IMPLEMENTATION OF HEALTH AND SAFETY FILE FOR PROJECT DURATION	Sum	1		
SUBTOTAL					
VALUE ADDED TAX: 15% of Subtotal					
TOTAL CARRIED TO C.1.1.1 : FORM OF OFFER					

Bankers Details :

Contractor's Name:

Name reflected on bank statement: _____

Bank:

Branch:

Account Number:

Cheque Account or Savings Account

Signature :

By Tenderer :

Company Name :

Date :



MIDVAAL LOCAL MUNICIPALITY

MIDVAAL LOCAL MUNICIPALITY

CONTRACT No. 8/2/2/408 3MEPE/4ME OR HIGHER (ONCE - OFF).

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

THE CONTRACT (VOLUME 3)

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C3.1: DESCRIPTION OF THE WORKS

C3.1: DESCRIPTION OF THE WORKS

1.1 EMPLOYER'S OBJECTIVES

The Employer's objectives are to provide Odour Control System (Biofilter) at Rothdene Sewage Pump Station in the Midvaal Local Municipal Jurisdiction per official purchase order on instruction to proceed placed in terms of the rates of this contract on oce-off basis.

The Contractor must familiarize himself/herself with the above-mentioned requirements and price the document accordingly.

1.3 OVERVIEW OF THE WORKS

The Midvaal Local Municipality (MLM) requires the contractor to undertake Design, Supply, Delivery, Installation and Commissioning of Odour Control System (Biofilter).

The purpose of this contract is to appoint a contractor that meet the requirements of this tender process to undertake but not limited to:

- i) System design, sizing, report, drawings, and presentation.
- ii) Supply, delivery, installation, certification, and commissioning.
- iii) Training of operators, project closure documentation.in the Midvaal Local Municipality

1.3.2 EXTENT OF THE WORKS

The overall scope of work involves Design, Supply, Delivery, Installation and Commissioning of Odour Control System (Biofilter) for Rothdene Sewage Pump Station in the Midvaal Local Municipal Jurisdiction as identified by MLM Engineering Services Department.

The amount tendered by the Contractor will be binding and fixed.

1.4 LOCATION OF THE WORKS

Bidders to note that works will be at Rothdene Sewage Pump Station. Rothdene pump station is located South of Meyerton in Midvaal Local Municipality which pumps most of the sewage within the Municipal boundaries to Meyerton WWTW.

1.5 TEMPORARY WORKS

The Contractor shall be responsible for the design of all temporary works required to complete the works.



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BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C3.2: ENGINEERING

C3.2: PROJECT SPECIFICATIONS ENGINEERING

2.1 DESIGN SERVICES

The Contractor will be responsible for the design of all permanent works.

The Contractor will be responsible for the design of all temporary works.

The Contractor will be responsible for the preparation of as built drawings. The contractor shall measure and keep all records required for the preparation of as built drawings and submit the records to the Employer on completion of the works.

2.2 CONTRACTORS DESIGN

The successful bidder must ensure that the odour control system complies with the following.

- 2.2.1 Shall provide at least 95% efficiency odour removal system that can also eliminates microbes including harmful airborne particulates. Must make provision for air quality indicator that monitors ambient air and must be designed to achieve requirements of the National Environmental Management: Air Quality Amendment Act 20 of 2014 or as amended.
- 2.2.2 Consider that the pump station average influent is 7ML/day. The system shall comply with odour tests as specified in the ISO 31800 standard. The system should not alter the existing bacteria needed for treatment plant processes. It is the Service Provider`s obligation to ensure that system sizing and installation comply with all applicable regulatory approvals, requirements, and SANS compliance.
- 2.2.3 The odour control system shall be designed for a minimum of 10 years useful lifetime without significant overhaul of any major components. Should function autonomously, with minimal intervention from the user. Should have predictable maintenance plans and be easy to maintain such that no specialist skills are required to do maintenance. Maintenance and operational cost should be reasonable and annual maintenance cost should not exceed 5% of the acquisition cost of this project. Should be SABS approved and/or recognized and approved international standards.
- 2.2.4 The materials and structural integrity of the equipment must be able to withstand wind forces, UV degradation from the sun, expected operating pressure range and any other typical forces associated with unit maintenance.
- 2.2.5 Mechanical ventilation is required, and the fan and odour control system shall be designed to minimize the pressurized foul air segment to reduce risk of fugitive emissions. Required air flow rate for mechanically ventilated systems shall be determined based on the asset being ventilated.
- 2.2.6 Hydrogen sulfide data should be measured to determine hydrogen sulfide load. A minimum of two (2) weeks logging with an electrochemical logging unit shall be completed. The odour control system shall be designed to ensure Hydrogen sulfide levels are less than 5 ppb (parts per billion) which is equivalent to 0.005 ppm (parts per million) at the nearest sensitive environment in peak hydrogen sulfide conditions.
- 2.2.7 The Biofilter system shall typically consist of the following equipment: but not limited to
 - Site preparation and clearing of materials;

- Provision of an appropriately sized reinforced concrete slab to handle full load of the system;
- Inlet Isolation valve;
- Biofilter Unit;
- Fan;
- Carbon polishing unit and or nutrients addition unit;
- Control Panel and wiring;
- Monitoring equipment;
- Ducting and integration with existing infrastructure; etc.

2.2.8 Since the unit will be installed near sensitive environments (residential properties) noise shall not exceed 30 dBA at the property boundary consistent with the Noise Control Regulations: Act No. 73 of 1989 as amended.

2.3 DRAWINGS

There are no drawings available. The design and drawings of the Odour Control System shall be done by the successful tenderer.

2.4 STANDARD SPECIFICATIONS

General

Technical Specifications

- i) ISO 31800 Quality Standards.
- ii) Air Quality Amendment Act 20 of 2014 or as amended.
- iii) Noise Control Regulations: Act No. 73 of 1989 as amended.
- iv) Foundation civil works shall comply with the requirements SANS 1200.
- v) Control panels and wiring for odour control units shall comply with SANS 10142 and SANS 1507.
- vi) Construction Regulation 2014 of the Occupational Health and Safety Act 85 of 1993 as amended in 2014.
- vii) The Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012, as adapted for the MLM, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

Regulatory Specifications.

- i) Environmental Impact Assessment (EIA) approval is not required, as construction work will take place within the urban boundary and within a registered servitude.
- ii) No Water use License approval is required.

Variations and Additional Clauses to the Standard and Particular Specifications

None

Particular Conditions of Contract: Contract Specifications.

- i) Successful bidders may be subjected to security vetting process and clearance obtained to be considered for an award by the MLM.
- ii) Construction and OHS and EMP monitoring will be undertaken by the successful bidder.
- iii) The applicable CIDB grading will be **3MEPE/4ME** or higher.
- iv) Contractors will be required to submit a performance guarantee amounting to 10% of the contract value, for every contract entered into.
- v) The contractor will be required to submit a letter of intent to produce a performance guarantee of 10 percent of the appointment value of any project awarded.
- vi) Penalties of R 5000.00 per day are applicable on this contract to a maximum of R 222 500.00 or 45 days.
- vii) The contractor must comply with the provisions and contractual arrangements of the Occupational Health and Safety Act (OHSA) as well as the National Environmental Management Act (NEMA) as amended.
- viii) All workers of any project undertaken as part of this bid must undergo a medical fitness test by an Occupational Health and Safety Practitioner who is registered with the South African Nursing Council (SANC).

- ix) The medical test certificates must be presented by the successful bidder to MLM after the appointment of the successful bidder.
- xv) The contractor is referred to the following regulation regarding exclusion from future work opportunities due to non or poor performance:

Treasury Regulations 16A9.2

The accounting officer or accounting authority –

- (a) may disregard the bid of any bidder if that bidder, or any of its directors –
 - (i) have abused the institution's supply chain management system
 - (ii) have committed fraud or any other improper conduct in relation to such system; or
 - (iii) have failed to perform on any previous contract; and
- (b) must inform the relevant treasury of any action taken in terms of paragraph (a).



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BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C3.3: CONSTRUCTION SPECIFICATIONS



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PART A: GENERAL

NONE



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FOR

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PART B: MATTERS RELATING TO STANDARD SPECIFICATIONS

NONE

PART C **PROVISION OF THE TEMPORARY WORKFORCE**

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C1	SCOPE
C2	INTERPRETATIONS
C3	PERMITTED SOURCES OF TEMPORARY WORKERS
C4	EMPLOYMENT RECORDS TO BE PROVIDED
C5	VARIATIONS IN WORKER PRODUCTION RATES
C6	TRAINING OF THE TEMPORARY WORKFORCE
C7	RECRUITMENT AND SELECTION PROCEDURES
C8	TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
C9	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
C10	THE SUBCONTRACTORS' WORKFORCES
C11	MEASUREMENT AND PAYMENT

C1 **SCOPE**

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C2 **INTERPRETATIONS**

C2.1 **Supporting documents.**

The Bid Rules, Conditions of Contract, Standard and Construction Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C2.2 **Definitions and abbreviations**

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications, and the Construction Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (i) "Key Personnel" means all contracts/project managers/leader, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (ii) "Project Committee" means a committee consisting of the Employer, the Employer's Agent, the Contractor, (or their nominated representatives) as well as representatives

of the temporary workforce, which is convened from time to time at the discretion of the Employer's Agent, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract.

- (iii) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (iv) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor, or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like.
- (v) "Workforce" means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors.

C2.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all Subcontractors. The temporary workforce which is to be used in the execution of the Works may consist of the workers from Midvaal Local Municipality starting at ward level.

C4 EMPLOYMENT RECORDS TO BE PROVIDED

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Employer's Agent at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer's Agent.

The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Employer's Agent with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his bid.

C7 RECRUITMENT AND SELECTION PROCEDURES

The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

The Contractor shall advise the Employer's Agent in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (i) Name, address, age and sex
- (ii) Marital status and number of dependants
- (iii) Qualifications and previous work experience (whether substantiated or not)
- (iv) Period since last economically active
- (v) Preference for type of work or task.

The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

- (i) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless –
 - all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (ii) Preference shall be given to the unemployed and single heads of households.

(iii) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.

(iv) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

After making his selection, the Contractor shall advise the Employer or the Employer's Agent thereof, in writing and the Employer or the Employer's Agent shall, without undue delay, ratify the Contractor's selection.

The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C8 **TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE (EPWP LABOURERS)**

C8.1 All temporary workers engaged in accordance with the provisions of the Construction Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract.

The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the industry and applicable to the particular area.

C8.2 The Contractor shall pay to all temporary workers engaged in this contract, a minimum amount as per Department of Labour National Minimum Wage Act as amended.

C9 **LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES**

The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.



In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his terms of employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C10 **THE SUBCONTRACTORS' WORKFORCES**

The provisions of this Part F shall apply *mutatis mutandis* to the workforces employed by all Subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all Subcontractors.

The Contractor shall at his own cost and to the extent necessary, assist and monitor all Subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all Subcontractors, in respect of the application of the provisions of this Specification.

C11 **MEASUREMENT AND PAYMENT**

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Construction Specifications shall, except to the extent provided for in Part G as relevant, be deemed to be included in the rates bided for the various items of work listed in the Bill of Quantities.



MIDVAAL LOCAL MUNICIPALITY

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

PART D: PROVISION OF STRUCTURED TRAINING

NOT APPLICABLE



MIDVAAL LOCAL MUNICIPALITY

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

PART E: DEVELOPMENT OF THE SMME CONTRACTORS AND LOCAL LABOUR

NOT APPLICABLE



MIDVAAL LOCAL MUNICIPALITY

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

PART F: PROVISION OF A SAFETY OFFICER

PART F: PROVISION OF A SITE SAFETY OFFICER

The person that will undertake the OHS Act Compliance Monitoring must have the following qualifications and competency:

NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 4 years' experience or above in construction projects for maximum points.

Prepare the Fall Protection Plan which includes the outlining of all risks relating to working from fall- risk position, considering the nature of work undertaken, stipulate in writing the procedures and methods to be applied to eliminate the risk and prepare a rescue plan.



MIDVAAL LOCAL MUNICIPALITY

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHDENE SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

PART G: SUPPLEMENT TO THE CONTRACT (VOLUME 3: PART 5): SPECIFICATION FOR OCCUPATIONAL HEALTH AND SAFETY

PART G: SUPPLEMENT TO THE CONTRACT: SPECIFICATION FOR OCCUPATIONAL HEALTH AND SAFETY

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G1	SCOPE

This specification covers the health and safety requirements to be fulfilled by the Contractor to ensure a continued safe and healthy environment for all workers, employees, and Subcontractors under his control and for all other persons entering the site of works. This specification shall be read with Part 5, C5.2: Specification for Occupational Health and Safety, the Occupational Health, and Safety Act (Act No. 85 and amendment Act No. 181) 1993, and the corresponding Construction Regulations, 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Act Agreement in Section 9 of the bid document, the status of the Contractor as Mandatary to the Employer is that of an Employer in his own right, responsible to comply with all provisions of OHS Act 1993 and the Construction Regulations, 2014.

This Specification supplements the Midvaal Local Municipality's Specification for Occupational Health and Safety which is contained in Part 5, C5.2 of the Contract documents. In the event of any variation between this section and Part 5 of the Contract, Part 5 shall have precedence.

Part 5 of the Contract and the Contractor's own Safety Plan as well as the Construction Regulations, 2014, shall be displayed on site and made available for inspection by all workers, employees, inspectors, and any other persons entering the site of works.

DEFINITIONS

For the purpose of this contract the following shall apply:

“**Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “**Client**” as defined in the Construction Regulations, 2014. “**Employer**” and “**Client**” is therefore interchangeable and shall be read in the context of the relevant document.

“**Contractor**”, wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract. For bid purposes, “**Contractor**” shall also mean “**Bidder**”.

In this specification the terms “**Principal Contractor**” and “**Contractor**” are replaced with “**Contractor**” and “**Subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS Act 1993, be the Mandatary of the Employer, without derogating from his status as an Employer in his own right.

“**Employer’s Agent**” where used in this specification, means the Employer’s Agent as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the Client as defined in the Construction Regulations).

G3

BIDS

For bid purposes:

- a) The Contractor shall sign Volume 3: Part 1 Form C1.6. The form contains a declaration that the Contractor is conversant with legislation and documentation pertaining to Occupation Health and Safety (OHS) Act requirements which will be applicable to the contract. The form also includes a declaration that the Contractor has, or will obtain, the necessary knowledge, competence, and resources to comply with the OHS Act requirements of the Contract.
- b) The Contractor shall submit with his bid a written proposal describing how he will comply with the OHS Act requirements of the Contract.

The proposal shall specify or describe, as the case may be, at least the following:

- (i) Has the Contractor had previous experience with contracts where the Construction Regulations and either the MLM’s OHS specification or another Employer’s OHS specification applied? If so, give details of the type of contract.
- (ii) Has the Contractor produced a Health and Safety Plan before. If so, give details of the type of contract.

- (iii) If the Contractor has not had the previous experience or produced a Health and Safety Plan as per (i) and (ii) above, specify whether the Contractor has in-house personnel who are competent to manage and comply with OHS requirements, or whether assistance will be obtained from outside the company.
- (iv) The Contractor's brief remarks about which aspects of Health and Safety he considers to be of particular importance with regard to the Contract, and how these aspects will be addressed.

Note

Failure to submit the required proposal or failure to submit any further information requested by the Employer or the Engineer during bid evaluation will lead to the conclusion that the Contractor is not able to carry out the work under the contract safely in accordance with the Construction Regulations, 2014 and will result in the bid being subject to disqualification.

G4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

The contractor shall, where the contract meets the requirements laid down in Construction Regulation 4 prior to commencement notify the Department of Labour of the intention to carry out construction work and use the form (pro forma included in Volume 3: Part 5 Section C5.2) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to the Employer for record keeping purposes.

G5 GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

G5.1 Project Background

In terms of the Construction Regulation 5(1)(b), the Employer is required to compile site specific health and safety specifications for each of its projects and the Contractor, appointed by the Employer in terms of Construction Regulation 5(1)(K), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Construction Regulation 7(1)(a) as well as the Employer's site-specific health and safety specifications. In terms of Construction Regulation 5(1)(l), the Employer and the Contractor are required to discuss and negotiate the content of the plan and the Employer must there after finally approve the plan for implementation. Work may only commence after the final approval of Occupational Health and Safety Plan.

G5.2 Framework for an Occupational Health and Safety Plan

G5.2.1 Introduction

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

- Management Structure
- Quality Plan

-
- Human Resources Plan
 - Registered Workplace Skills Plan
 - "Letter of standing" from the Compensation Commissioner or licensed compensation insurer.
 - Proof of induction and other training of employees
 - Example copy of minute of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports

G5.2..2 Occupational Health and Safety Management Programme

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

G5.2.3 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance

Arrangements for

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

Arrangements for controlling significant site risks.

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

Safety risks

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials
- Control of lifting operations
- The maintenance of plant and equipment
- Poor ground conditions
- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified.

Health risks

- Storage and use of hazardous chemical substances
- Dealing with contaminated land or material
- Manual handling
- Reducing noise and vibration
- Provision of adequate lighting
- Ventilation considerations
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of and maintaining ablution and eating facilities
- Other significant health risks as and when identified.

G6 HEALTH AND SAFETY FILE

As required by Construction Regulation 7(1), the contractor and subcontractors shall each keep an OH&S file on site. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract.

The following index is neither exhaustive nor prescriptive but recommended as a guide for the contents of the OH&S file:

-
- Notification of construction work (Construction Regulation 4) where applicable
 - Latest copy of OH&S Act (General Administrative Regulation 4)
 - Proof of registration and good standing with COID Insurer (Construction Regulation 5(1)(j))
 - OH&S plan agreed with the Employer including the underpinning risk assessment/s and method statements (Construction regulation 7(1))
 - Copies of OH&S committee and other relevant minutes
 - Designs/drawings (Construction Regulation 7(1)(e))
 - A list of subcontractors including copies of the agreements between the parties and the type of work being done by each subcontractor (Construction Regulation 7(1)(f))
 - Appointment/designation forms as per sub-sub-clause E1002(a)(i) and (ii).

Registers as follows:

- Accident/Incident register (Annexure 1 of the General Administrative Regulations)
- Accommodation of traffic daily inspection book
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- OH&S representatives' inspection register.
- Asbestos demolition and stripping register
- Bulk mixing plant inspections
- Construction vehicles and mobile plant inspections by controller
- Daily inspection of vehicles, plant, and other equipment by the operator/driver/user
- Demolition inspection register
- Designer's inspection of structures record
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections
- Electrical installations, -equipment and -appliances (including portable electrical tools)
- Excavations inspection
- Explosive actuated fastening device inspection, maintenance, issue and returns register (incl. cartridges and nails)
- Fall protection inspection register.
- First aid box contents
- Fire equipment inspection and maintenance
- Temporary works inspections
- Hazardous chemical substances record
- Ladder inspections
- Lifting equipment register
- Materials hoist inspection register
- Machinery safety inspection register (incl. machine guards, lockouts etc.)
- Scaffolding inspections
- Stacking and storage inspection
- Inspection of cranes
- Inspection of structures
- Inspection of suspended platforms

-
- Inspection of tunnelling operations
 - Inspection of vessels under pressure
 - Welding equipment inspections
 - Inspection of work conducted on or near water.
 - Welfare facilities as provided.

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

G7 RISK ASSESSMENT

The contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person and the risk assessment so produced shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications. Where proof of competence is required by the Regulation, a concise CV must be attached to the appointment letter.

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process.

The risk assessment shall include, as far as is reasonably practicable, at least:

- the identification of the risks and hazards to which persons may be exposed.
- the analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed.
- a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system.
- a monitoring plans.
- a review plan, inclusive of dates to be adhered to; and
- ergonomic related risks are to be analyzed, evaluated, and addressed as part of the process.

Based on the risk assessments, the contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted to the Employer before construction on site commences.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

The contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The contractor shall provide the Employer, subcontractors, and all other concerned parties with copies of any changes, alterations or amendments as contemplated above.

The Contractor must ensure that all Subcontractors conduct risk assessments for their scope of work as well.

The risk assessment shall be available on site for inspection by inspectors, Employer, Employer's Agent, Subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

G8 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

G8.1 Health and Safety plan

The Contractor shall appoint his employees and any Subcontractors to be employed on the Contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all Subcontractors and employees are committed to the implementation of his Safety Plan.

The Contractor shall appoint every sub-contractor in terms of Construction Regulation 7(1) (c)(v).

G8.2 Health and Safety induction training

The Contractor shall ensure that all employees under his control, including Subcontractors and their employees, undergo a health and safety induction-training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee or visitor on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

G8.3 OH&S Training Requirements:

(As required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s)

- General Induction (Section 8 and 14 Of the Act)

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- Site/Job Specific Induction (also visitors) (Section 8 & 9 of the Act)
 - Site/Project Manager
 - Construction Supervisor
 - OH&S Representatives (Section 18 (3) of the Act)
 - Training of the Appointees indicated in 3.1.1 & 3.1.2 above.
 - Operation of Cranes (Driven Machinery Regulations 22))

 - Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
 - Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
 - Basic First Aid (General Safety Regulations 3)
 - Storekeeping Methods & Safety Stacking (Construction Regulation 26)
 - Emergency, Security and Fire Coordinator

G9 APPOINTMENT OF SAFETY PERSONNEL

G9.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

G9.2 Construction Safety Officer

Subject to the decision by the Inspector of the Department of Labour and taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer**. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so, ordered by the Employer's Agent.

G9.3 Health and Safety Representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor shall appoint a **Health and Safety Representative** whenever he has more than 20 employees in his employ on the works. The Health and Safety Representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of Health and Safety Representatives for a workplace shall be at least one for every 50 employees.

The function of the Health and Safety Representative(s) will be to review the effectiveness of Health and Safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his Employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the Employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

G9.4 Health and Safety Committee

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor (as Employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

G9.5 Competent Persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, **Competent Persons** responsible for supervising construction work for the following work situations that may be expected on the site of the works.

- Risk assessment (Regulation 9);
- Fall protection (Regulation 10);
- Structures (Regulation 11);
- Temporary works (Regulation 10);
- Excavation work (Regulation 13);
- Demolition work (Regulation 14);
- Tunneling (Regulation 15);

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- Scaffolding work (Regulation 16);
 - Suspended platforms (Regulation 17);
 - Rope access work (Regulation 18);
 - Material hoists (Regulation 19);
 - Bulk mixing plant (Regulation 20);
 - Explosive actuated fastening device (Regulation 21);
 - Cranes (Regulation 22);
 - Construction vehicle and mobile plant (Regulation 23);
 - Electrical installation and machinery on construction sites (Regulation 24);
 - Use of temporary storage of flammable liquids on construction sites (Regulation 25);
 - Water environments (Regulation 26);
 - Housekeeping and general safeguarding on construction sites (Regulation 27);
 - Stacking and storage on construction sites (Regulation 28);
 - Fire precautions on construction sites (Regulation 29); and
 - Construction employees' facilities (Regulation 30)

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements for the Construction Regulations.

G10 CONTRACTOR'S RESPONSIBILITIES

Before commencement of work under the Contract, the Contractor shall enter into an agreement with the Employer to confirm his status as mandatary (Employer) for the Contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations, 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

In addition, the Contractor shall also comply with the requirements of the Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) and to this effect shall submit a letter of good standing with the compensation Insurer to the Employer before work on site commences.

Contractor's position in relation to the Employer (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Employer's Agent on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

The Contractor and Subcontractor (Regulation 5)

The Contractor is, in terms of the definition in Regulation 2(b), the equivalent of Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5. Any Subcontractor employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent Subcontractor shall, however, provide and demonstrate to the Contractor a suitable, acceptable, and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the Subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

Management and supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraphs E8 and E9 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

Risk assessment for construction work (Regulation 9)

The Contractor shall have the risk assessment prepared before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including Subcontractors under his control, are informed, and trained by a competent person regarding health hazards and related work procedures. No Subcontractor, employee or visitor shall be allowed to enter site of works without prior health and safety induction training, all as specified in Regulation 9.

Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of this Construction Regulations.

Structures (Regulation 11)

The Contractor will be liable for all claims arising from the collapse or failure of structures if he failed to comply with all the specifications, Construction Specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based. In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all temporary work structures by a competent person. All drawings pertaining to temporary work structures shall be kept.

on site and all equipment and materials used in temporary work structures, shall be carefully examined, and checked for suitability by a competent person. A design certificate of the temporary work structures shall be submitted by a Professional Engineer. The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Construction Specifications as well as the provisions of the Construction Regulations as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is in terms of the Standard Specifications and Construction Specifications and the Construction Regulations carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"]

Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulations 17 of the Construction Regulations.

Rope access work (Regulation 18)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 18.

Material hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

Bulk mixing plant (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a bulk mixing plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26 February 1988) and the Electrical Installation Regulations (Government Notice R2271 of 11 October 1995) are adhered to by all involved. In terms of the Regulations, records of repairs and maintenance shall be kept on site.

Explosive actuated fastening device (Regulation 21)

The Contractor shall ensure that, wherever explosive actuated fastening devices are required to be used, all safety provisions of Regulation 21 are complied with. It is especially important that warning notices are displayed and the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulations 22 shall be complied with.

Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. Workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23, shall only operate the vehicles and plant. All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site. All temporary electrical installations on the site shall be under the control of a competent person, without relieving.

the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations, 2003 and all the provisions of Regulation 25 of the Construction Regulations to sure a safe and hazard-free environment to all workers and other persons on site.

Water environment (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

Housekeeping and general safeguarding on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the Environmental Regulations for Workplaces, 1987 and all the provisions of Regulation 27 of the Construction Regulations.

Stacking and Storage on Construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations, 2003 as well as all the provisions of Regulation 28 of the Construction Regulations shall apply.

Fire Precautions on Construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces, 1987 shall apply. In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations, 2004 and the provisions of Regulation 30 of the Construction Regulations.

Offences and penalties (Regulation 33)

The Contractor, as Employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with. Any person who contravenes or fails to comply with any provision of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30, is guilty of an offence and liable upon conviction to a fine or to imprisonment for a maximum of 12 months and, in case of a continuous offence, not exceeding an additional fine of R200 or additional imprisonment of one day for each day on which the offence continues: Provided that the period of such imprisonment will not exceed 90 days. **The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations**

will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

PROJECT / SITE SPECIFIC REQUIREMENTS

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

- Clearing and Grubbing of the Site
- Site Establishment
- Dealing with existing structures
- Location and relocation of existing structures
- Installation and maintenance of temporary construction electrical supply, lighting, and equipment
- Health risk arising from neighboring as well as own activities and from the environment e.g., threats by dogs, bees, snakes, lightning etc.
- Accommodation of traffic
- Exposure to noise
- Exposure to vibration
- Exposure to bituminous products
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
- Excavations including
 - Ground / soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Foundation excavations for structures
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
 - Excavator
 - Bomac roller
 - Plate compactor
 - Front end loader
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant



- Use and storage of flammable liquids and other hazardous substances.
- Bedding of trench floor
- Installation of pipes in trench
- Backfilling of trench
- Protection against flooding
- Use of explosives
- As discovered by the Contractor’s hazard identification exercise
- As discovered from any inspections and audits conducted by the Employer or by the Contractor or any other Contractor on site.

- As discovered from any accident/incident investigation.

G12: ARRANGEMENTS FOR MONITORING AND REVIEW

The Employer will conduct audits for compliance with Construction Regulation 5(1)(o) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

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

A representative of the Contractor must accompany the Employer on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

G13: MEASUREMENT AND PAYMENT

Item	Unit
C1.2.5 Occupational Health and Safety Act Administration	
a) Health and Safety file.....	Lump Sum
b) Implementation of Health and Safety File.....	Month

THE LUMP SUM BIDDED IS ONLY FOR THE ADMINISTRATION OF THE CONTRACTOR’S OHS OBLIGATIONS. THE LUMP SUM IS NOT COMPENSATION FOR THE COST OF SAFETY EQUIPMENT OR TRAINING. THE COST OF EQUIPMENT, TRAINING, ETC SHALL BE INCLUDED IN THE CONTRACTOR’S BIDDED RATES FOR OTHER ITEMS OF THE WORKS



MIDVAAL LOCAL MUNICIPALITY

FOR

BID TO APPOINT A SERVICE PROVIDER FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ODOUR CONTROL SYSTEM (BIOFILTER) FOR ROTHdene SEWAGE PUMP STATION (ONCE – OFF) (3MEPE/4ME OR HIGHER) IN MIDVAAL LOCAL MUNICIPALITY ON AN “ONCE-OFF BASIS”.

C3.5: MANAGEMENT

3.5.1 CONSTRUCTION PROGRAMME AND COMMENCEMENT OF WORK

The Contractor shall within seven (7) days from the date of appointment produce a programme indicating the manner and order in which the works will be carried out. The Employer's Agent and/or Employer shall within seven days approve or disapprove the programme provided by the Contractor. Thereafter, on approval of an acceptable programme, the Contractor may not deviate from his proposed sequence of construction without the prior approval of the Employer's Agent and/or Employer.

Such approval of the programme by the Employer's Agent and/or Employer shall in no way relieve the Contractor of his duties or responsibilities under the contract.

The Contractor shall commence with the work within Seven (7) days of receipt of a written instruction to do so, save by prior arrangement with the Employer's Agent and/or Employer. Failure to commence work within seven (7) days or other agreed period will result in a penalty of R 2500.00 per day late.

The programme shall show the proposed scheduling and methods of execution of the Works, as well as the resources that will be allocated to each item or phase of the Works. Quantities proposed for execution during each month must be shown. In addition, the anticipated cashflow for the Contract, based upon these quantities, shall be shown following the prescribed format.

The Contractor will be expected to progress with the Works in accordance with the approved programme and shall not deviate from the order of execution shown in the programme without the prior approval of the Employer's Agent and/or Employer. Should such approval be given, an adjusted programme shall be produced within seven (7) days and submitted to the Employer's Agent and/or Employer for evaluation.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

3.5.2 CO-OPERATION WITH OTHER CONTRACTORS

During the course of the contract other contractors may be involved in construction projects on the site, some of which are inter-related with and dependent on portions of the work being undertaken on this contract.

The Contractor shall co-operate with the other parties and provide them with all reasonable access to enable them to carry out their work.

If the Contractor is obstructed in any way by other contractors, he shall notify the Employer's Agent and/or Employer in writing within 24 hours otherwise no claim for delay will be considered.

The Contractor shall take the utmost care to prevent the starting of bush or other fires by himself or his employees, and in the event of such fires starting he shall immediately use his labour force to limit and extinguish them.

He shall indemnify and relieve the Employer of all liability in respect of any claims that may arise by reason of damage done by fires caused in any way by himself or his employees, or by reason of his activities on the site of the Works.

3.5.4 WORK IN SERVITUDES OR ON PRIVATE PROPERTY

The Contractor shall be responsible to obtain all consents and wayleaves required to work on properties which are not under the jurisdiction of the Employer in writing.

No work may be started in any servitude or on any private property without the consent of both the Employer's Agent and/or Employer and the owner, to both of whom the Contractor shall give 14 days' notice in writing of his intention to commence work in the servitude. The Contractor shall not permit his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the work expeditiously and with minimum inconvenience to the occupiers and to owners of adjacent property.

The Contractor shall take all necessary precautions for the protection of buildings and property and shall not allow any blasting to take place within 3 m of any building.

Topsoil shall be kept separate and all gardens, fences, paths etc, shall be reinstated to their former condition.

Before commencing work on private property, the Contractor, the Employer's Agent's Representative, and where possible, the occupier or owner shall together inspect the property and make a careful and accurate record of the state of the property. Such record shall be signed by all persons present at the inspection and be kept by the Employer's Agent's Representative. After completion of the work the property shall again be inspected and

restoration is to be approved by the owner or occupier of the property or where this is not possible by the Employer's Agent's Representative.

Should a complaint or a claim be received from a property owner in connection with damage to his property as a result of the Contractor's activities, or should the Employer's Agent and/or Employer not be satisfied with the restoration, the matter shall be referred to the Contractor for

his attention. It shall be the Contractor's responsibility to prove to the Employer's Agent and/or Employer, by producing a receipt or an acquaintance from the owner, that the matter has been settled satisfactorily.

If after the expiry of 30 days from the date of the matter being referred to the Contractor, he has not notified the Employer's Agent and/or Employer that the matter has been settled, or has neglected or refused to carry out the restoration or pay compensation, the Employer's Agent and/or Employer shall then endeavour to settle the matter and any costs incurred shall be deducted from the payment certificate or retention money.

The Contractor's prices shall be deemed to include for the cost of obtaining all consents and wayleaves and all necessary restoration work, compensation, and settlement of any claims for which the Contractor is liable.

C3.5.5 SUPPLY, DELIVERY, INSTALLATION, CERTIFICATION, AND COMMISSIONING.

Materials used for construction shall in general be resistant to sulfuric acid or coated to minimize impact from sulfuric acid exposure. All bolts, nuts and washers shall be constructed from 316 stainless steel unless otherwise indicated. It is the responsibility of the bidder(s) to ensure that, all products as far as possible are SANS approved and certified. Bidder(s) need to indicate and confirm that the product that they quoted on is SANS compliant. Midvaal Local Municipality reserves the right to reject any product that is found not to be of the highest quality and not SANS compliant.

The odour control unit shall in general be located on a concrete slab, suitably designed to carry the full load of the odour control unit and any potential vehicle loads pending slab location and size. Foundation civil works shall comply with the requirements SANS 1200.

Ductwork shall be constructed of corrosion resistant materials, typically PVC-U. Ductwork shall be sized to minimize pressure drop and should be no smaller than the inlet to the adsorption or biofilter unit. Ductwork shall have sufficient dismantling capability to replace major odour control components or damaged ductwork.

A single fan with control panel and upstream isolation valve need be supplied. Fans shall be fitted with inlet, discharge silencers and/or an acoustic enclosure to achieve the noise requirements.

An odour control system shall incorporate at least one isolation valve and should be a dual flange butterfly valve with sufficient downstream dismantling ability to remove components while the valve is closed.

Pre-filters shall be installed upstream of fans and odour units to ensure the risk of foul air emissions from the maintenance/inspection area are minimized. Pre-filters shall be of sufficient size to ensure cleaning events are in line with the civil maintenance program for the pumping station. Biofilter unit shall be constructed from the materials that will minimize the risk of corrosion.

Where possible, controls shall be incorporated to the main switchboard of the pumping station. Control panels and wiring for odour control units shall comply with SANS 10142 and SANS 1507.

The Contractor shall prepare a Commissioning Plan and submit it to Midvaal Local Municipality for acceptance a minimum of 4 weeks prior to commencing any commissioning activities and no commissioning activities may commence until the plan has been accepted.

Factory and site acceptance testing for mechanical assets (i.e. units, fans, valves) and electrical assets (i.e. local control panels, monitoring panels) shall be conducted. Calibration of all H₂S analysers shall be completed by the manufacturer with calibration certificates provided.

A 14-day performance and reliability period shall apply. The intention of this period is to confirm that the odour control unit performs with respect to design requirements and ensure there are no major faults that occur.

C3.5.6 TRAINING OF OPERATORS AND PROJECT CLOSURE DOCUMENTATION

Training

The service provider must provide training to the plant operators and maintenance teams as follows:

Session 1: During construction or assembling of Biofilter Unit(s)

Session 2: At commissioning

Session 3: One month after commissioning

Session 4: Two months after commissioning

Session 5: One month before defects liability lapses

Project Report

Provide final project report with Scope of work, Project team and qualifications, Detail Design, Correspondences, invoices, as built drawings (civil, mechanical & electrical), lessons learnt, any changes to initial design, etc including confirmation that all identified works have been completed.

The As-built drawings shall be prepared and supplied in PDF and CAD format.

Manuals

Operations and maintenance (O & M) manual shall be submitted, A draft O&M manual must be prepared and submitted prior to process commissioning. It must be finalised and re-submitted after successful commissioning of the unit and incorporate any learnings or changes required during commissioning prior to the issue of a Certificate of Completion for the Works.

Warranties

Warranties for the equipment and the performance of the system to the specification shall be submitted. Provide final project report with cost and confirmation that all identified works have been completed.

Process Warranty

The service provider must provide a guarantee/warranty that the system will function at the optimum level of 95% efficiency for the minimum ten (10) years design period.

Parts Warranty

Minimum of one (1) year warranty on all equipment, motors, fans, valves, etc

Corrosion Warranty

Minimum of three (3) years warranty corrosion free on whole installation.

Service Provider's Responsibility

If a defect in material or workmanship is found during the relevant warranty period, the Service Provider will, during normal working hours and at a place of business (Midvaal Local Municipality), undertake the warranty repairs and, at the discretion of the Service Provider to provide labour and transport required to correct the defect within the Midvaal Local Municipality area.

The Service Provider must provide new, remanufactured, or OEM (Original Equipment Manufacturer) approved repaired parts or assembled components required to correct the defect.

C3.5.7 Site Administration

An index to the Engineer's standard site administration forms as well as examples of some of the administration forms is appended as in Part C4.6. Acceptance control, record keeping, and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

C3.5.8 Daily Site Diary

The daily site diary in accordance with the pro forma appended in Annexure A shall be kept up to date by the Contractor's Representative and will be signed on a daily basis by the Employer's Representative.

C3.5.9 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.10 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

C3.5.11 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect, and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Contractor shall take and record the daily rainfall readings.

C3.5.12 Site Instructions

Site instructions by the Employer's Representative, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's representative unless a break in the sequence of numbers is brought to the notice of the Employer in writing immediately.

C3.5.13 Site Meetings

The Contractor and his authorized representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Employer's Representative.

Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

C3.5.15 Environmental Management Plan

The Contractor shall comply with all the conditions of the Record of Decision and the Environmental Management Plan appended in this document (if any).

C3.5.16 Community Liaison and Community Relations

In all dealings with communities through which the Works are to be executed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognizance of the character, culture, and circumstances of the specific community, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer and/or the Employer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer and/or the Employer. Where the Contractor is of the opinion that any instruction of the Engineer and/or the Employer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 48 of the Contract Data, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.5.17 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to always ensure adequate control of the quality of the Works.

Upon completion and submission of each portion of the Works to the Engineer and/or the Employer for examination, the Contractor shall furnish the Engineer and/or the Employer with the results of relevant tests, measurements, and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.5.18 Features Requiring Special Attention

None

C3.5.18.1 Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed inside built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Scope of Work. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.5.18.2 Reinstatement of Fences

The Contractor shall give all landowners and residents a minimum of 48 hours' notice (using the format indicated in Part C4.3) of his intent to dismantle fences to properties, where indicated on

the Drawings or so ordered by the Engineer. The Contractor shall note all aspects relevant to the condition of existing fencing prior to dismantling and shall acquire the signature of the owner/occupant agreeing to such conditions.

After reinstatement, both the Contractor and the owner/occupant shall sign the form confirming that the condition of the fence is at least equivalent to its condition before dismantling.

C3.5.18.3 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

C3.5.18.4 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Bill of Quantities.

C3.5.18.5 Survey and Setting Out

The Contractor will establish survey beacons on site for setting out the Works. The position and co-ordinates of the permanent survey beacons shall be shown on the drawings. The Contractor shall be responsible for the protection of all these survey beacons and reference points from handing over of the beacons to the Contractor to completion of the Works. Property beacons and trigonometrical survey beacons that are disturbed or destroyed during the course of the contract shall be replaced at the Contractor's cost by a registered land surveyor who shall verify such replacement.

The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions, and alignment of all parts of the Works from the beacons established above and for the provision of all necessary instruments, appliances, and labour in connection therewith. Such setting out shall be executed by a registered surveyor. No separate payment shall be made in respect of setting out, such work being deemed as included in the rates tendered for construction of the Works.

The checking of any setting-out or of any line or level by the Engineer and/or the Employer shall not relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer shall,

in respect of cost of such rectification, be entitled to make a claim in accordance with Clause 48 of the Contract Data.

C3.5.19 Notices, Signs, Barricades and Advertisements

Notices, signs, and barricades (required in terms of Clause 34 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer and/or the Employer. The Contractor shall be responsible for their supply, erection, maintenance, and ultimate removal and shall make provision for this in his tendered rates.

The Engineer and/or the Employer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient, or dangerous to the public.

C3.5.20 Unauthorized persons

The Contractor shall always keep unauthorized persons from the works. Under no circumstances may any person except guards be allowed to sleep on the building site.