



**NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY**

**BID DESCRIPTION: OPERATION AND MAINTENANCE CONTRACT OF BULK WASTEWATER INFRASTRUCTURE FOR NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY (DITSOBOTLA LOCAL MUNICIPALITY) FOR A PERIOD OF 36 MONTHS (THREE YEARS)**

**BID NUMBER: NMMDM 23/24/21 (D) PWBS**

**TENDER SUBMITTED BY (DIRECTOR): .....**

**NAME OF BIDDING COMPANY: .....**

**BUSINESS ADDRESS: .....**

.....

**TEL / CELL NUMBER: .....**

**E-MAIL ADDRESS: .....**

**ISSUED BY:**

Municipal Manager  
Ngaka Modiri Molema District Municipality  
Private Bag X 2167  
Mahikeng  
2745  
Tel: (018) 381 9400

**CLOSING DATE: 12 SEPTEMBER 2024 @ 11H00AM**

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## NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY



### **OPERATION AND MAINTENANCE CONTRACT OF BULK WASTEWATER INFRASTRUCTURE FOR NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY (DITSOBOTLA LOCAL MUNICIPALITY) FOR A PERIOD OF 36 MONTHS (THREE YEARS)**

**TENDER NO: NMMDM 23/24/21 (D) PWBS**

#### **INVITATION TO BID**

Prospective service providers are hereby invited to bid for the **OPERATION AND MAINTENANCE CONTRACT OF BULK WASTEWATER INFRASTRUCTURE FOR NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY (DITSOBOTLA LOCAL MUNICIPALITY) FOR A PERIOD OF 36 MONTHS (THREE YEARS)**

Detailed bids documents are obtainable from [www.etenders.gov.za](http://www.etenders.gov.za) / [www.nmmdm.gov.za/tenders](http://www.nmmdm.gov.za/tenders)

Tenders completed as prescribed shall be sealed in an envelope marked "**BID NO: NMMDM 23/24/21 (D) PWBS - OPERATION AND MAINTENANCE CONTRACT OF BULK WASTEWATER INFRASTRUCTURE FOR NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY (DITSOBOTLA LOCAL MUNICIPALITY) FOR A PERIOD OF 36 MONTHS (THREE YEARS)**" and deposited in the bid box at Ngaka Modiri Molema District Municipality, Cnr Carrington and 1st Avenue, Industrial Sites, Mahikeng, to reach its destination not later than **12 SEPTEMBER 2024 AT 11H00AM** when tenders shall be opened in public.

Bids will be adjudicated based on the Preferential Procurement Regulations 2022 using compliance, functionality and 90/10 points system.

The validity period for this tender is 90 days.

Any enquiries regarding the bidding procedure may be directed to Mr P. Tauetsile / Ms B. Mokate / Ms T. Manyeneng (018) 381 9400, e-mail [tauetsilep@nmmdm.gov.za](mailto:tauetsilep@nmmdm.gov.za) / [mokateb@nmmdm.gov.za](mailto:mokateb@nmmdm.gov.za) / [manyenengt@nmmdm.gov.za](mailto:manyenengt@nmmdm.gov.za)

Any enquiries regarding technical information may be directed to Mr V. Maboka 0183819400, e-mail [mabokav@nmmdm.gov.za](mailto:mabokav@nmmdm.gov.za) / [mabokavictor@gmail.com](mailto:mabokavictor@gmail.com)

**SIGNED**  
**O.A LOSABA**  
**MUNICIPAL MANAGER**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>			
BID NUMBER:		CLOSING DATE:	CLOSING TIME:
DESCRIPTION			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			

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


**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> 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: .....

## LIST OF RETURNABLE DOCUMENTS

1. Central Suppliers Database (CSD) registration
2. A signed Joint Venture Agreement (In case of a Joint Venture)
3. Municipal Rates and Taxes Statements of all the Directors
  - Municipal rates and taxes statement not older than three months from the date issued from the date of tender closure for each directors' address must be attached; **OR**
  - Valid lease agreement of the director/s (showing lease period) **OR,**
  - Should the director/s residing in rural area, letter from the Tribal Authority (a copy) not older than three (3) months should be provided., or
  - If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the director of the company to confirm that the director resides on the property.
  - the address that appears on the rates statement must correspond to the address on the CSD.
4. Municipal Rates and Taxes Statements of the Company
  - Municipal rates and taxes statement not older than three months from the date issued from the date of tender closure for the company's' address must be attached; **OR**
  - Valid lease agreement of the company (showing all critical contractual obligations, or
  - Should the company operating in rural area, letter from the tribal authority (a copy) not older than three (3) months should be provided , **OR**
  - If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the director of the company confirming that the company operates from the property.
  - the address that appears on the rates statement must correspond to the address on the CSD.
5. Should the Company (Bidder) be operating from the Same Address as the Director, An affidavit confirming such should be submitted.
6. Three (03) Years Audited Annual Financial Statement if required by law to be audited, bidders who are not required by law to have their Annual Financial Statement are required to submit their Annual Financial Statement (in line with MBD 5) failure to submit will result in a disqualification.
7. Requirements should be submitted for J.V based on their applicability.

8. Soft copy of the entire document including returnable saved in a USB. **(Failure to submit the soft copy will result in a disqualification)**

NOTE: Should any of the returnable documents stated not be attached to this bid document, your bid will be declared invalid.

#### **BID REQUIREMENTS**

1. Late bids will not be considered. Please note that bids are late if they are received after the closing date and time.
2. Bids will be valid for 90 days.
3. All MBDs must be fully completed and signed.
4. All prices must be quoted in South African currency and must be VAT Inclusive.
5. All items must be priced, failure to price all items will render your bid non-responsive.
6. All relevant forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorised official. Use of tipex and pencil will not be acceptable.
7. Certified copies must have a date of certification and should be not older than 3 months as at the close of the tender. (Should the copy not have the date of certification the tender will be regarded as non-responsive)
8. Only original stamp and signature will be accepted.
9. Copy of a certified copy will be considered non-responsive.
10. For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure
11. For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure
12. Proof of residence from ward councillors will not be accepted

**NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY**

**SIGNATORY AUTHORISATION**

**(To be completed by the Bidder)**

SIGNATORY AUTHORISATION

I/We the undersigned, am/are authorized to enter into this contract on behalf of

-----  
(Name of Firm)

By virtue of resolution dated -----day of -----20-----  
(Month)

The certified copy of resolution that is herewith attached to this Bid.

*AS WITNESSES:*

**1.** .....  
(Initials and Surname in full) Signature

Firm/Company's Name:

-----  
-----

Physical Address:

-----  
-----

**2.** .....  
(Initials and Surname in full) Signature

Firm/Company's Name:

-----  
-----

Physical Address:

-----  
-----

**NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY**

**DECLARATION OF INTEREST**

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder).....

3.3 Company Registration Number:.....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholder 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 so, furnish particulars:

.....

---

**MSCM 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);

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

3.9.1 If so, 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 so, furnish particulars:  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any 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 so, furnish particulars:  
.....  
.....

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

3.12.1 If so, furnish particulars:  
.....

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

3.13.1 If so, furnish particulars:  
.....

3.14 Do you or any other of the directors, Managers, principle shareholders or stakeholders of this company have any interest in any other related companies business whether or not they are bidding for this contract? **YES/NO**

3.14.1 If so, furnish particulars:  
.....



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

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

**1. Are you by law required to prepare annual financial statements for auditing?**

**\*YES / NO**

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

.....  
.....

**2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?**

**\*YES / NO**

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

**2.2 If yes, provide particulars.**

.....  
.....

**\* Delete if not applicable**

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

**\*YES / NO**

**3.1 If yes, furnish particulars**

.....  
.....

**4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? \*YES / NO**

**4.1 If yes, furnish particulars**

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....  
.....

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

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

-----  
**Signature**

-----  
**Date**

-----  
**Position**

-----  
**Name of Bidder**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a. The applicable preference point system for this tender is the 90/10 preference point system.
- b. 90/10 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a. Price; and
- b. Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b> COMPANIES BASED WITHIN NMMDM	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- a. “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b. “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d. “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e. “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

##### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

##### 90/10

$$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1 POINTS AWARDED FOR PRICE

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

##### 80/20

or

##### 90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- a. an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- b. any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<b>COMPANIES BASED WITHIN NMMDM</b>	<b>10</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

3.1. Name of company/firm.....

3.2. Company registration number: .....

3.3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

3.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
- - -	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

— — —

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

1. This Municipal Bidding Documents must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector during the past five years;
  - d. been listed in the Register for Tender defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (no 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1.	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars		
4.2.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445).</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars		
4.3.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>

Item	Question	Yes	No
4.3.1	If so, furnish particulars		
4.4.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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.**

**<sup>3</sup> 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.**

## **TERMS OF REFERENCE**

Terms of reference for Contracting Services:

### **1. BACKGROUND:**

Ngaka Modiri Molema District Municipality (NMMDM) is a Water Services Authority (WSA) responsible for Operation and Maintenance Management of bulk wastewater infrastructure across its five (5) Local Municipalities namely: Ratlou, Mafikeng, Tswaing, Ditsobotla, and Ramotshere-Moiloa. The District Municipality is responsible for overseeing fourteen (14) Wastewater Treatment Works (WWTWs) across the five (5) Local Municipalities with several raw sewage pump stations and associated sanitary network. NMMDM requires the services of skilled and experienced Service Provider/s for the provision of Operation and Maintenance Management on its four (4) WWTWs and their associated sanitary network and sewage pumpstations within Ditsobotla Local Municipality. The Operation and Maintenance Management shall be in accordance with Water Use License requirements, Regulation 2834 of the Water Services Act, 1997 – “Regulations Relating to Compulsory National Standards for Process Controllers and Water Services Works”, and Green Drop Certification guidelines and criteria provided by the Department of Water and Sanitation (DWS).

### **2. OVERVIEW OF THE WORK:**

The Service Provider undertakes to optimize, efficiently and effectively operate, and maintain the plant to meet the specified requirements in accordance with:

- the Water Use License requirements,
- Regulation 2834 of the Water Services Act, 1997 – “Regulations Relating to Compulsory National Standards for Process Controllers and Water Services Works”,
- Green Drop Certification guidelines and criteria provided by the Department of Water and Sanitation (DWS),

The Service Provider shall ensure that the treated effluent complies with the parameters of the plant design standards, as stipulated on the Water Use License (WUL) for the individual plants. The Service Provider shall also ensure that parameters not stipulated on the WUL will comply with the general limit standards defined by the Department of Water and Sanitation (DWS). NMMDM confirms that the treatment works are registered and categorized as per Section 2 above.

The Employer requires 24 hours coverage for monitoring of the plant performance parameters. The manning philosophy shall as a minimum meet the requirements detailed in the National standards regulations for process control registration as outlined in Appendix A.

The appointed Contractor undertakes to provide the following:

- Submit preventive maintenance schedules for the NMMDM's approval before implementation.
- Submit Operational Plan for the NMMDM's approval before commencement of the work. The main objective of the plan is to make sure the plant is operating

and producing the design quality and quantity efficiently and consistently. The plan should include but not limited to the following:

- Operating Schedules.
  - Operating KPIs;
  - Data collection and monitoring;
  - Standard Operating Procedures (SOP);
  - Work Instructions; Checklists / Task Lists;
  - Operator Logs;
  - Chemical details (dosage, preparation, storage and inventory)
- Properly carry-out instruction/s given to him/her by the NMMDM and the Professional Services Provider from time to time. Instructions should be properly recorded, and all necessary records of action taken to be recorded in a Logbook.
  - Fulfil all statutory requirements pertaining to satisfactory performance of the plants,
  - Hand-over to the NMMDM's Engineer or its representative any dismantled or replaced parts.,
  - Carry-out all minor repairs, for which no additional labour charges will be paid. However, for any spares/materials replaced, actual charges will be paid as per the invoice from the supplier after ascertaining the rates on submission of original invoices (except damage caused to any machinery/plant due to negligence by the Service Provider). The Employer and the Service Provider agree that the capital expenditure or equipment replacement shall be quoted on cost plus 10% basis.
  - Ensure that under no circumstances the plant should remain under breakdown for more than 24 hours. In the event of breakdown/shut-down, the onus of attending to the problem in the shortest possible time will rest on the Service Provider, failing which the NMMDM is empowered to get the breakdown/shut-down of any defect rectified by any outside agency at the risk and cost to the Service Provider.
  - Rectify any breakdown in a stipulated time failing which penalty for non-performance @ 0.5 % per week of delay subject to a maximum of 10% of the contract price will be imposed and in the event of any damage to the property or life or any machinery and installation in the WWTP arising out of non-performance or negligence of the Service Provider's workers, the Service Provider will be solely responsible. The Service Provider shall be responsible for proper maintenance of decorum, punctuality, discipline, and work output etc.
  - Keep all the area and surroundings at site neat and clean, and dump screenings and grit at designated facilities,
  - Maintain the WWTPs in a healthy state all the time and undertake preventive maintenance at regular intervals as per the OEM's recommended schedules.
  - Compile a service report for all the maintenance jobs carried out and get it counter signed by the NMMDM Superintendents before submitting as part of

the claims,

- Report chemical inventories on daily basis, and based on forecasts, send notifications to the NMMDM a week in advance for delivery of additional consumables/ chemicals,
- Carry out daily water testing as part of operational monitoring and whenever felt necessary as instructed to do so by the NMMDM. The compulsory monthly surveillance monitoring will be done by others,
- Implement Safety System Management system,
- To have adequately and suitably qualified maintenance personnel on standby to attend to all plant repairs and maintenance,
- To appoint full time site-based Safety, Health, Environmental, and Quality (SHEQ) Officer to oversee SHEQ across the Local Municipality,
- Update and maintain plant risk register identified in the W2RAP.
- Submit monthly maintenance reports and plant optimization plans,
- Ensure that a Senior Supervisor visits the STPs on a weekly basis to monitor the plant performance, check the log sheets and charts for any deviations. The Supervisor will also ensure that samples are taken for analysis, assist in investigations, troubleshooting, and optimization and submit a monthly report to the NMMDM,
- Ensure that Contractor's Process manager visit site daily for the first three months after the contract award to train the operators after which he/she will visit site on weekly basis,
- Ensure that a SHEQ manager visits site on weekly basis and issue monthly report on all SHEQ matters,
- Ensure that Engineering Maintenance Manager visit sites weekly and issue monthly maintenance reports,
- Comply to all NMMDM rules, regulations, procedures, standards, and values,
- Report to the Employer immediately on any mechanical or electrical breakdowns,
- To provide a vehicle for the Service Provider's personnel for commuting to and from work
- Conduct fault-finding, troubleshooting, value engineering proposals and performance optimization,
- Assist the Employer to compile a detailed spares list to enable the employer to catalogue and procure the spares,
- Supply maintenance spares for routine maintenance,
- Calibrate, verify, and validate all instrumentation, and submit certificates,
- Report on operating costs of the plant,
- Supply of labour to carry out repairs within 24 hrs,
- Submit a list and details of candidates that will be doing repairs to the NMMDM for approval,

- Record and report man working hours, LTI's and all safety and environmental reporting statistics.
- Conduct daily toolbox talks,
- Conduct continuous environmental awareness programs,
- Filling in a daily log of the plant's operation which will include but not limited to process parameters, process parameter compliance or deviation reports(excursions), noticed defects, chemicals and consumables inventory levels, notices for delivery of additional consumables, and any other matters that need attention of or intervention by the NMMDM,
- Ensure that repair and maintenance team is qualified and licensed for their part of work,
- Conduct operator skills gap analysis, compile skills profile, and develop their Individual Development Plans (IDPs),
- The Contractor will be required to keep an updated file of Safe Operating Procedures (SOP) at the Operator's office and a record of the Operator's regular training on the SOPs,
- The Service Provider shall provide suitably qualified process operators for day-to-day operation of the plant and responsible for filling in a daily log of the plant operation which will include but not limited to process parameters, process parameter compliance or deviation reports (excursions), noticed defects, chemicals and consumables inventory levels, notices for delivery of additional consumables, and any other matters that need attention of or intervention by the NMMDM.

### 3. SCOPE OF WORK/SERVICE:

#### 3.1. LOCATION OF THE WORKS:

NAME OF PLANT	DESCRIPTION	COORDINATES	CATEGORY	CAPACITY
1. LICHTENBURG	BNR Process	<b>26°10'25.7"S; 26° 9'04.5"E</b>	Class C	22.5 MI
2.ITSOSENG	BNR Process	<b>26° 06'19.58."S; 25°50"50,32"E</b>	Class D	3,5 MI
3. COLIGNY	BNR Process	<b>26° 6'21.32"S; 25°50'50.85"E</b>	Class C	5,0 MI
4. ITEKENG/BIESIESVLIE	Oxidation Ponds Process	<b>26°22'3.2"S; 25°54'26.83"E</b>	Class E	0.5 MI

This bid aims to procure the services of a Service Provider/s for the Operation and Maintenance of WWTWs and associated raw sewage pumpstations and sanitary network in the Ditsobotla Local Municipality within the jurisdiction of Ngaka Modiri Molema District Municipality. These includes WWTWs in **Lichtenburg, Itsoseng, Itekeng (Biesiesvlei), and Coligny WWTWs** situated in Ditsobotla Local Municipality.

The bulk wastewater infrastructures in the respective towns are listed in the table below with stated capacity of the WWTWs according to Department of Water and Sanitation's Green Drop system database.

The treatment works installed in NMMDS`'s are mixture of activated sludge and oxidation ponds. However, most of the activated sludge treatment works are of Biological Nutrient Removal (BNR) type consisting of Pre-Treatment works, anaerobic, anoxic, aerobic tanks, and the secondary clarifiers. In some plants, dewatering systems have been installed to reduce the volume of waste produced and the size of the solid storage area required. The Process Flow Diagram given below encompasses all the types of BNR processes being used in NMMDS`'.

#### **4. PLANT INFORMATION:**

##### **4.1.Lichtenburg WWTW:**

The Lichtenburg Wastewater Treatment Works is situated at **26°10'25.7"S; 26° 9'04.5"E** with several outfall sewer pump stations. The plant installed is a Biological Nutrient Removal (BNR) system with a designed capacity of 22,5 MI/d and it consists of old plant has a design capacity of 12,5 MI/d and new plant has a capacity of 10,5 MI/d and classify as category C class. The system is designed to operate on either of the following configurations:

- Three-Stage Bardenpho process (A2O),
- University of Cape Town (UCT), and
- Modified UCT (MUCT).

##### **4.2.Itsoseng WWTW:**

The Itsoseng Wastewater Treatment Works is situated at **26° 06'19.58."S; 25°50"50,32"E** with nine outfall sewer pump stations. The works installed in Itsoseng is a Biological Nutrient Removal (BNR) system designed based on a Modified Ludzack-Ettinger (MLE) process configuration and a design capacity of 3.5MI/d and is classified as category D.

##### **4.3.Coligny WWTW:**

The Coligny Wastewater Treatment Works is situated at **26° 6'21.32"S; 25°50'50.85"E** with outfall sewer pump station. The works installed in Coligny is a Biological Nutrient Removal (BNR) system designed based on 3-Stage Bardenpho process (A2O) configuration. The plant has a design capacity of 5.0 MI/d and is classified as category C.

#### **4.4. Itekeng/Biesiesvlei WWTW:**

The Itekeng Wastewater Treatment Works is situated at **26°22'3.2"S; 25°54'26.83"E** with outfall sewer pump station. The works installed in Itekeng is Oxidation Pond system with eight respective ponds. The design capacity of 0,5 Ml/d and is classified as category E.

#### **4.5. Plant Checks for activated sludge plants:**

The service provider shall be responsible for the preventative maintenance of works and equipment as stipulated by in the approved maintenance strategy.

A roving mechanical and electrical/instrument maintenance team shall be responsible for tasks such as greasing, oiling, fitting, replacement of drive belts, fixing loose nuts, calibration of instrumentation, electrical repairs etc. First line maintenance work, including such preventative and corrective maintenance shall be performed as a minimum at frequencies specified by the relevant Original Equipment Manufacturer.

#### **4.6. Plant Checklist for Oxidation ponds:**

Below is an example of operation and maintenance checklist for a pond operation. Although this is not an exhaustive list of everything the plant operators should be monitoring, it will serve as a guide for setting up a schedule for plant under the Contractors control. The Contractor will therefore be expected to carry out the following tasks:

- a) Removal of accumulated solids from the pond's inlets and outlets.
- b) Cutting or mowing of grass on the embankment
- c) Removal of floating scum from the surface of facultative and maturation ponds (this is required to maximize photosynthesis and obviate fly breeding).
- d) Spraying the scum on anaerobic ponds (which should not be removed as it aids the treatment process), as necessary, with a suitable insecticide to prevent fly breeding).
- e) monitoring for seepage water by performing water balance around the plant.
- f) Repairing any damage to the embankments caused by rodents or other animals.
- g) Repairing any damage to fences and gates around the ponds to prevent trespassing and livestock from entering.
- h) Controlling and removing vegetation both submerged and floating
- i) Monitoring of weather parameters such as rainfall, wind speed and direction and temperature
- j) Monitoring of quality parameters on inlet and outlets. This would provide information for better decisions and eventually more efficient ponds. Secondly, it would provide warning of operational problems and may give time to avoid pond failure.

#### **4.7. Monthly Process Control and Supervision:**

- k) The Service Provider's Principal Process Controller shall inspect the works monthly. Each plant shall be inspected every month, during each inspection, the Principal Process Controller verifies the work performance with **NMMD Plant superintendent** of Operation and Maintenance in accordance with works instructions, and at the same time issue and explain work instructions for the following month.
- l) The Principal Process Controller is ultimately responsible for effluent quality, asset care and Occupational Health and Safety for all works instructions and aims to meet these three goals. To meet effluent quality criteria, the principal process controller with liaison of NMMDM Plant Superintendent will test the effluent quality within each plant for the daily and weekly measurement of operational parameters, (NMMDM will set up a site laboratory).
- m) The monthly report will compare the operational parameter value with that of the accredited laboratory samples, the latter which falls outside the scope of service of this contract.

#### **4.8. Training of Learner Process Controllers/Electro-mechanical and Control & Instrumentation Artisans:**

While NMMDM appreciates the lack of skilled and experienced process controllers and maintenance team with an interest in wastewater operation and maintenance, the Service Provider shall be expected to train the staff required for operation and maintenance of the WWTWs. The learner process controllers shall be trained in accordance with the requirements of the National Qualifications Framework and need to obtain the necessary unit standards to register as Class I, II, III, and Class IV process controllers during the project and the maintenance to attain artisanship during the project. The bidder shall include his proposed training plan as part of the Methodology and Work Plan on the returnable schedules.

The Service Provider shall facilitate the outsourcing of adequately accredited training institutions in the field of wastewater treatment for facilitation, and certification of Learners.

#### **4.9. Expected Daily Activities:**

The Service Provider shall work alongside NMMDM and Local Municipality's staff. The daily supervision shall be aimed at guiding the staff already employed by NMMDM and the Local Municipalities, to ensure that staff productivity is high, and that the right tasks are performed as per the O&M Manual to obtain the best quality effluent. A senior process controller shall direct all junior process controllers, from the learners as well as from the municipal staff and general workers.

#### **4.10. Monthly Green Drop System Administration:**

The Service Provider shall work alongside the staff of NMMDM to ensure that the Green Drop system is updated and maintained with the actual information monthly. This will include tracking of progress against the goals of the turnaround strategy, identification of gaps and planning of further work to close the gaps. The monthly Green Drop management shall be done against the specific guides of the Wastewater Risk Abatement Plan.

#### **4.11. Occupational Health and Safety:**

Each Plant must be inspected to ensure that risks for the safe operation are identified and inform the relevant authorities. The Service Provider shall assign one of its Process Controllers per WWTW as a SHEQ representative responsible for daily SHEQ issues. The WWTW SHEQ representative shall report to the SHEQ Officer for each Local Municipality. The Service Provider must perform a detailed site-specific Risk Assessment, which should include:

- n) Base line risk assessment,
- o) Corrective measures where defects to plant and equipment were identified, or risk inherent in design,
- p) Mitigating measures where such corrective measures are prohibitive,
- q) Safe Works Procedures,
- r) Health and Safety training requirements,
- s) Personal protective equipment,
- t) Specified medical intervention where necessary,

In addition to the requirements of the laws governing the Environment, The Employer has additional environmental specifications that are described in the ISO 14001:2015 Environmental Management System that are applicable to the contract. Compliance with applicable legislation is an obligation. This will also include all applicable legislation as well as the relevant Environmental Authorizations (previously known as Record of Decision), Water Use Licenses, Environmental Management Plans and other authorizations, licenses and permits as may be applicable to the scope of work.

#### **4.12. Updating of Operation and Maintenance Manuals (O&M):**

The appointed Service Provider shall update the existing O&M manuals and develop new sections where necessary, for each of the works. The existing O&M manuals contain the following information, amongst others:

- (i) Introduction
  - (ii) Plant Design Information
  - (iii) Plant Process Description
  - (iv) Process Equipment Details
  - (v) General House Keeping
  - (vi) Plant Control
  - (vii) Daily Process Control Tasks
  - (viii) Process Parameters
  - (ix) Process Trouble Shooting Guide
  - (x) Plant start-up Procedures
  - (xi) Plant Standard Operating Procedures
  - (xii) Receiving, Inspection and Storage Controls
  - (xiii) General Maintenance Instructions
- u) General Maintenance Instructions,

- v) Lubrication Requirements,
- w) Equipment Preventative Maintenance,
- x) Electrical, Controls and Instrumentation,
- y) Consumables,
- z) Replacement of Spares,
- aa) Repair Workshop,
- bb) Record Keeping,

#### **4.13. Sludge Waste Management:**

The Service Provider shall provide a solid waste management plan which will include on-site classification of solid waste and arrangements with potential local off-takers/users of the solid waste, on-site handling of solid waste including temporary storage, as well as off-site trucking of solid waste to accredited landfills. The Service Provider shall demonstrate available resources and qualified personnel for handling solid waste management.

The Service Provider shall make necessary arrangements with accredited landfills and provide necessary transportation of solid waste to the landfills.

#### **4.14. Water Use Liscence Application:**

The Service Provider shall facilitate the Water Use License application process in accordance with procedures and guidelines of National Water Act 36 of 1998 being governed by Department of Water and Sanitation. The application process shall be facilitated by accredited personnel with relevant qualifications for undertaking WULA in line with Section 27 of the National Water Act 36 of 1998. The service provider shall develop a detailed plan for the WULA and submit it to the appointed professional appointed service provider for approval before commencement of the application process.

#### **4.15. ADDITIONAL SPECIFICATION**

##### **CONTENTS**

- 1.01 SCOPE
- 1.02 BASIC METHOD REQUIREMENT
- 1.03 TRAINING OF NMMDM PERSONNEL
- 1.04 TRAINING OF MAINTENANCE PERSONNEL
- 1.05 MEASUREMENT AND PAYMENT

##### **1.01 SCOPE**

The Contractor shall be responsible for providing diverse training to NMMDM personnel, including operating and maintenance personnel. The Contractor shall develop and facilitate initial training sessions for the parties, as well as training sessions at specified intervals to revive and supplement the initial training.

This specification includes all requirements for methods to be employed, the syllabus required by the NMMDM, the syllabus required for Maintenance Managers and Workers and the method of measurement and payment.

## **1.02 BASIC METHOD REQUIREMENT**

The NMMDM and the Contractor shall be responsible for conducting a complete investigation of the groups that have to be trained to compile a proper training plan.

The investigation shall cover at least the following aspects:

- (a) Assess likelihood of conformance to task-specific requirements (status quo) of capabilities.
- (b) Identify minimum pre-qualification criteria in terms of existing knowledge and skill levels in relation to reaching target requirements.
- (c) Evaluate personnel in terms of pre-qualification criteria and tasks to be performed (skills profile).
- (d) Identify training needs.
- (e) Develop appropriate and accredited training courses and material in terms of task-specific activities and identified training needs and compile the training syllabus per operation.

The Contractor shall identify an accredited trainer to assist in the above investigation and finalize the compilation of a training plan and syllabus. Approval of the syllabus shall be a condition for issue of a Certificate of Practical Completion for repair of an operation. Once the training plan and syllabus has been approved the Contractor shall liaise with appointed Consulting Engineers to establish a date and appropriate training venue that would be conducive for conducting the training.

The training shall be reviewed within one (1) month after initial training to determine its effectiveness. Further regular training sessions shall be scheduled according to the effectiveness of initial maintenance and operating activities.

The Contractor and appointed Consulting Engineers will be responsible for recording all training sessions and shall keep an attendance register. The Contractor and Engineer will also examine the trainees officially with each training session and issue certificates of trainees' acquired skills on satisfactory completion of the training.

## **1.03 TRAINING OF NMMDM PERSONNEL**

The Contractor's training shall include training of the NMMDM's operators on a biannual basis to acquaint them with operating of operations (especially electrical and mechanical systems). The training sessions shall comprise lectures and on-site (hands-on) demonstrations and shall be conducted over two-day (2) periods. The

Contractor shall liaise with appointed Consulting Engineers to prepare for the correct number of trainee operators.

The content of training courses for operators shall include the essential features of operating the operation, as also described in the Operating and Maintenance Manuals.

Completion of an operation shall, in terms of the Contract Data, be subject to successful completion of training. The training course shall also be based on the Operating and Maintenance Manuals. No training shall commence without appointed Consulting Engineers' approval of the final draft Operating and Maintenance Manual for the operation.

#### **1.04 TRAINING OF MAINTENANCE PERSONNEL**

The Contractor shall train either his own employees, or local laborers, regarding maintenance of the operation. The training of maintenance managers shall include the following aspects:

- (a) Awareness of safety, health and personal hygiene in terms of the requirements of the Occupational Health and Safety Act, (Act 85 of 1993);
- (b) Functioning of the operation, including all its systems, services, parts of buildings and infrastructure.
- (c) All specific tasks related to routine preventative maintenance.
- (d) Interpretation and understanding of Operating and Maintenance Manuals with specific reference to requirements in cases of corrective and breakdown maintenance, and
- (e) Repair/re-conditioning and operation/construction of equipment and materials forming part of an operation.

#### **1.05 MEASUREMENT AND PAYMENT**

##### **1.05.1 DEVELOPMENT OF A SYLLABUS FOR TRAINING OF OPERATORS**

.....Unit: sum

The unit of measurement shall be the sum for the compilation of a training syllabus for each operation that shall be measured separately in the Bill of Quantities.

The bid sum shall include full compensation for identification of pre-qualification criteria and training needs, staff assessment and evaluation prior to training, all technical research, development and compilation of an accredited training course and course material, and all other actions necessary for commencement of official training sessions in accordance with the specification.

The bid sum shall also include full compensation for the compilation of a draft syllabus and for incorporation of appointed Consulting Engineers' comments and corrective requirements.

## **5. GENERAL DETAILS OF CONTRACT:**

### **5.1.Duties and Obligations:**

#### **5.1.1. Duties of Contractors & Staff Employed:**

The Contractor should submit the names of the persons engaged for the work (as per clause...) and they must report to the appointed Consulting on a weekly basis. Personnel employed should not be changed frequently and every person employed for the work must obtain a proper permit from the respective Municipality.

Operation and the maintenance of WWTW system comprising of various pumps, motors, blowers, pipelines, settling tanks, filter unit, etc. together with the electrical panels and components. The Contractor must keep the area of plant neat and clean.

#### **5.1.2. Repairs:**

The work shall be done in accordance with the relevant regulations, codes, specifications, and Technical Specifications, as set out in this document.

The Contractor must do all planned and unplanned repairs, for which no additional labour charges will be paid. However, for any spares/materials replaced, actual charges will be re-imbursed by the NMMDM on submission of receipts from authorized/dealers after ascertaining the rates on submission of original receipts (except damage caused to any machinery/plant due to negligence of contractor), and approval for sourcing such materials should be sought from the appointed professional service provider and checked-in through the WWTW Security as evidence that the materials are being brought in.

#### **5.1.3. Breakdown/Shutdowns:**

Under no circumstances should the plant remain out of service for more than 03 (three) hours. In the event of breakdown/ shut down the onus of attending to the problem in the shortest possible time will rest on the Contractor failing which the Municipality is empowered to get the breakdown/ shut down any defect rectified from any outside agency at the risk and cost of the Contractor and make necessary deductions from their bills.

The contractor shall rectify any breakdown within the stipulated time, failing which a penalty for nonperformance shall be applied as agreed between the parts subject to a maximum of 10% of the contract price will be imposed and in the event of any damage to the property or life or any machinery and operation in the WWTW (Waste water treatment Works) arising out of non-performance or negligence of the workers, contractor will be solely responsible. The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline, and work output etc.

#### **5.1.4. House Keeping:**

The Contractor must keep all the area and surroundings where he works neat and clean and dump the scrapped materials at the scrap yard. The contractor should raise non-compliance queries with the municipality regarding such issues in case there is non-compliance on the part of municipal personnel.

It will be the responsibility of the Contractor to keep WWTW in an acceptable state as per OSH Act all the time, to plan and undertake preventive maintenance of WWTW at regular intervals and attend to routine maintenance activity every day.

#### **5.1.5. Reports:**

The Contractor should make a weekly service report for all operation and the maintenance tasks as per schedule/unscheduled carried out and get it counter signed by the appointed professional service provider. The Contractor will provide the necessary registers.

#### **5.1.6. Daily Water Quality Testing:**

The Contractor must carry out daily testing of water as per operational guidelines at the regular interval of every week and whenever felt necessary as instructed to do so by the Municipality and compile the test reports to the relevant authorities.

#### **5.1.7. Logbooks:**

The Contractor should maintain daily logbook, on site test reports and routine daily tests up to date.

#### **5.1.8. Duties Requirements as per Department of Public Works Standard:**

Daily entries will be recorded in the logbook as per THE PLANTS's requirement and get verified by the appointed professional service provider. Any non-compliance occurrence shall be reported to the appointed professional service provider.

**IN ADDITION TO THE ABOVE THE CONTRACTOR SHALL CARRY OUT ALL REQUIRED DUTIES MENTIONED IN DPW STANDARD AND THE O & M MANUAL.**

#### **5.1.9. Supervision:**

The Contractors shall supervise works, operate, and maintain the Wastewater Treatment Works. He shall conduct maintenance work every day and maintain a logbook as per guidelines of the Operation Manual.

#### **5.1.10. Maintenance Schedule:**

The appointed Contractor will submit a weekly report as per O& M manual and Manufacturer's Specification and maintenance schedule of all operational units/equipment's for approval.

Precaution against any fire hazards or other damages to Plant and equipment shall be arranged by the contractor. NMMDM shall remain indemnified by the contractor from any encumbrances /loss on this account.

#### **5.1.11. Safety:**

The Contractor will be responsible for the safety of their deputed staff during the performance of their duty on the Various Sites.

In case any of the contractor's personnel does not comply with OSHACT and not able to do work properly, he/she will have to be replaced as per the instruction of the appointed professional service provider.

In case of any challenge with the equipment, the contractor shall inform the appointed professional service provider with immediate effect.

#### **5.1.12. Refurbishment and Modification:**

If there is a need for refurbishment and modification of plant equipment, authority shall be sought from the Professional Services Provider prior to this work being undertaken.

#### **5.1.13. Preventive and Breakdown Maintenance:**

All preventive scheduled maintenance shall be conducted as per approved Operating and Maintenance Manuals. All breakdown/unplanned shall be carried out as per manufacturer's specification. The Contractor shall be responsible for attendance to all plant breakdowns.

#### **5.1.14. Consumables**

Supply and delivery of consumables, chemicals, and material for use by contractors during operation and maintenance phase shall be provided by the NMMDM.

### **6. MAINTENANCE TERMS:**

#### **6.1. Routine Preventative Maintenance:**

A guideline to the required actions is provided in manufacture's operation and maintenance manuals. The actions will not be limited to these guidelines, but shall include all additional actions, work, materials, etc., necessary to maintain this operation at an acceptable level.

This entails the rendering of services and servicing of equipment according to a predetermined maintenance control plan to:

- (i) replace and service components of equipment, units or parts thereof for each operation at pre-scheduled intervals regardless of condition;
- (ii) re-adjust, reset, clean, corrosion protection on all components of equipment, units, or parts thereof for each operation.

### **7. DETAILS OF OPERATION:**

#### **7.1. GENERAL:**

The Contractor shall be responsible for the entire process controlling of the wastewater treatment works as per the standard operating procedures for all process units as per on site configuration.

#### **7.2. OPERATION:**

Every plant must discharge as per water user license (special or general limits)

The operation of the plant to produce an effluent in accordance with Government Gazette 20526 of 8 October 1999, Department of Water Affairs publication No 1191 in terms of Section 39 of the National Water Act No 36 of 1988.

### **7.3.WATER QUALITY MANAGEMENT:**

Daily operation of the WWTWs for water quality monitoring shall be conducted by the contractor to ensure acceptable effluent discharge as per the water user license.

Monthly sampling testing at relevant sampling points is to be carried out in accordance with the green drop standards by the SANAS accredited laboratory appointed by NMMDM.

### **7.4.REPORTS:**

Reports shall be issued in accordance with the Monitoring program: Frequency of measurements/testing and analyses shall include the following requirements:

- (i) Total sewage flows treated during the months as well as indication of the peak flows experienced.
- (ii) Details of test results from the water laboratory from the routine water analysis in a graphical and trending format including full interpretation of these results.
- (iii) Weekly operational reports on failures and recommendations, where applicable.
- (iv) Comments on the operational parameters that are within limits and out of specification and recommendation thereof where applicable.

## **8. ADDITIONAL SPECIFICATIONS:**

### **8.1.GENERAL MAINTENANCE:**

### **8.2.SITE MAINTENANCE RECORD KEEPING:**

The Contractor shall provide and maintain hard-cover A4 maintenance files for each operation for the duration of the Contract. All schedules, checklists, breakdown reports, preventative maintenance records, component replacement records and monthly reports shall be filed, together with information regarding repairs exceeding the Contractor's liability.

### **8.3.COMMUNICATION:**

The Maintenance control plan will provide, after agreement between the appointed Contractor and the appointed professional service provider, for the following communication and complaint logging procedure:

- (a) The appointed Contractor shall establish a telephone and email and any other means of communication and a cellular telephone connection to ensure that he/she can be reached at any time.
- (b) The appointed Contractor shall primarily be responsible for determining the items requiring preventative, corrective and breakdown maintenance, and shall communicate this information directly to the appointed professional service provider first and then to his/her maintenance personnel after getting approval to proceed with the works.
- (c) Should the appointed professional service provider or operating personnel of the NMMDM determine or suspect that preventative, corrective or breakdown

maintenance is required, a call shall be logged to reach the appointed Contractor as soon as possible.

- (d) All complaints from NMMDM shall be reported to the appointed professional service provider, as set out in the maintenance control plan, and the appointed professional service provider shall issue instructions to the appointed Contractor.

**8.4. The breakdown registration form will be completed and send to the appointed Contractor. When the appointed Contractor has attended to the complaint, the appointed professional service provider will provide feedback to NMMDM and the breakdown close out form shall be completed and filed. MATERIAL AND EQUIPMENT PROCUREMENT AND PROTECTION:**

It is the responsibility of the Contractor to ensure the functionality of all units of new equipment prior to commissioning and before operation of any specific part of the system. If the equipment, whether free-issued or not, does not conform to the functionality specifications during pre-operation testing, the Contractor shall notify the appointed professional service provider in writing without delay.

**8.5. TESTING OF EQUIPMENT PRIOR TO RE-COMMISSIONING:**

The equipment shall be tested for functionality prior to operation of equipment in parts of the operation. The Contractor shall inform the appointed professional service provider well in advance of his intention to perform the first tests and start-up of equipment to allow a representative of the appointed professional service provider to witness the tests. The extent of all tests and checks shall be agreed with the appointed professional service provider prior to commencement.

The Contractor shall first conduct his own tests of the equipment. When he is satisfied that the equipment complies with the specifications, he shall notify appointed Consulting Engineers the appointed professional service provider that he is ready for the official tests before operation and on completion. The Contractor shall not conduct an official test without the appointed professional service provider's presence or approval. All equipment shall conform to the specified requirements.

Before starting up any part of the operation or filling the tanks and sumps with liquid, the Contractor shall clean out the tanks, pipes, fittings, equipment or structures and , if necessary, make arrangements for removal of any rubble from the structures, check that all safety devices and alarms have been set and activated, all nuts have been tightened correctly, that all the equipment is complete and ready for start-up, that the plant has been installed correctly, and that copies of the operating manuals have been handed to the appointed professional service provider.

The Contractor shall start up each section of equipment after ensuring that oil fillings, lubrication, vibration monitoring, cable termination and so on have been correctly completed. He is also responsible for the first re-filling of all lubricating oils and for adjusting the plant to operate according to the specifications. Before any equipment is started or energized, the Contractor shall ensure that it is safe in terms of the personnel and equipment on the site to do so. The Contractor's tendered rates and sums shall allow for these costs.

All equipment shall be tested according to the relevant specifications that form part of this document.

No shut-down or de-commissioning of any part of the system shall take place unless all the equipment to be installed has been tested by the Contractor and approved by the appointed professional service provider.

#### **8.6. TESTING OF MATERIAL AND EQUIPMENT; SPECIFICATIONS AND WORKMANSHIP:**

All results of the required non-destructive, pre-commissioning and manufacturing testing request shall be submitted to the appointed professional service provider well in advance of testing the equipment on re-commissioning. All such test results shall be submitted before Day 1 commissioning tests and no certificate of practical completion shall be issued prior to receipt of the required test results.

#### **8.7. DE-COMMISSIONING:**

The Contractor is responsible for the safe de-commissioning of all material, equipment, components, and instrumentation to avoid damage to parts or components of the operation.

#### **8.8. RE-COMMISSIONING, COMMISSIONING AND COMPLETION OF OPERATIONS:**

##### **8.8.1. RE-COMMISSIONING:**

Re-commissioning means the commissioning of all sections or systems that form part of the operation to meet the required functional specifications for the individual section or system prior to commissioning of the repaired and upgraded operation.

The Contractor is responsible for the re-commissioning of all parts of the system, and he shall perform the tasks listed below:

- (i) Prior notice shall be given to, and proper arrangements shall be made for re-commissioning with the Employer, the appointed professional service provider, the NMMDM and the suppliers of equipment that is affected by re-commissioning and testing.
- (ii) If plant and equipment supplied by others are to be commissioned, the supplier's specific permission together with all requirements related to commissioning shall be obtained prior to re-commissioning,
- (iii) The new and refurbished parts of the operation shall be thoroughly inspected by a responsible representative of the Contractor to ensure that manufacture/construction and operation works have been completed according to the specifications.

##### **8.8.2. COMMISSIONING AND COMPLETION OF REPAIR AND UPGRADING WORK:**

The commissioning period for each operation as a whole:

- (i) Commences with the Day 1 tests of the complete repaired and upgraded operation;
- (ii) Includes commissioning of all sections and systems that have been re-commissioned prior to the operations;

- (iii) Includes training of the NMMDM's operating personnel and maintenance teams;
- (iv) Terminates with a Day 30 test in compliance with the commissioning report.

The purpose of the Day 1 tests is to ensure that:

- (i) The electronic, electrical and mechanical equipment and materials are functional and in perfect working order with respect to each other and the operation as a whole;
- (ii) The commissioning period including training, commences on successful completion of the Day 1 tests;
- (iii) The Contractor is entitled to a certificate of practical completion for the repairs and upgrading of the operation on successful completion of the Day 1 tests;
- (iv) The Contractor becomes responsible for maintenance of the operation and is entitled to performance-based payments in compliance with Additional Specification SA: General Maintenance.

Commissioning shall be undertaken over a trouble-free period of up to Day 30. During this period the Contractor shall train the NMMDM's operators and his maintenance team for operating and maintaining the operation. This training shall allow for all possible operational conditions, including emergency conditions, the correct servicing of every part, the type of oil or grease to be used, and similar tasks. The training shall take place by means of demonstrations, and the Operating and Maintenance Manuals shall be referred to for this purpose.

Day 30 commissioning tests shall be performed thirty calendar days (30) after the successful completion of the Day 1 tests. The commissioning period of the operation terminates upon the successful completion of the Day 30 tests.

The Contractor shall conduct all the tests required to satisfy appointed Consulting Engineers that the operation is performing according to specification and shall make allowance for these tests in his bid rates and prices. These tests shall be conducted to certify that the operation, as repaired, upgraded and installed, is in perfect working order in terms of the specified functional requirements. The Contractor shall note that all equipment is to be tested as part of an operation, where appropriate, and will not be passed if all protection devices, interlocking with other equipment, etc. are not fully functional.

Appointed Consulting Engineers shall provide commissioning sheets to the Contractor at least three (3) weeks before the commissioning period lapses/commences, for all the equipment supplied, refurbished, and installed by the Contractor. The Contractor shall complete the commissioning sheets during the commissioning period and all items listed shall be entered. No completion certificate will be issued for an operation of which the equipment has incomplete commissioning reports. Information that is not available or applicable, or instances where certain tests have not been carried out, are subject to appointed Consulting Engineers' decision.

Commissioning of the plant (which includes the thirty (30) days between the Day 1 and Day 30 tests) includes operating under conditions that adequately prove that all the specifications have been met. All safety devices, standby plant, automatic controls and protection devices shall be adequately tested for reliability and correct functioning. The Contractor may be called upon to repeat testing during the maintenance period if the performance of the equipment is suspected to be sub-

standard. Costs related to such tests shall be for the Contractor's account and shall comply with the specified requirements. Copies of updated commissioning reports shall be provided to appointed Consulting Engineers within two (2) days after a test has been performed.

The Contractor is responsible for providing all labour and materials (including testing equipment) during the commissioning period and shall carry out all the servicing and adjustments to ensure that the operation operates as specified. Valid calibration certificates shall be available for all testing equipment on the site during the commissioning period.

Programmes for the Day 1 tests, Day 30 tests and instruction/training sessions with the NMMDM's operators and maintenance team shall be prepared by the Contractor and submitted to appointed Consulting Engineers at least two (2) weeks before the commissioning period commences. The Contractor shall provide weekly updates of these schedules for the duration of the commissioning period.

The Contractor shall note that if any equipment fails during the commissioning period, the equipment shall be repaired or replaced by the Contractor, and testing and commissioning shall commence from scratch.

Successful commissioning of an operation entitles the Contractor to a certificate of completion for the operation.

## 9. FUNCTIONALITY:

The information submitted with each Bid will be evaluated against the criteria in the table below. Tenderers should make sure their proposals are adequate to be evaluated on all functionality criteria covered in the table below, and criteria for which no information was provided with the proposal will receive no points.

Note: The minimum required score/threshold for functionality is 70%. Tenderer scoring less than 70% on functionality shall not proceed to the next stage of the evaluation.

CRITERIA	DETAIL DESCRIPTION	POINTS
<p><b>1. Company experience in similar work.</b></p> <p><b>NB: (Appointment letters with corresponding reference letters per project.)</b></p> <p><b>Company's previous experience in all the following works is required (failure to have all the works will result in non-allocation of the points)</b></p> <p><b>1. Mechanical Engineering Design; Maintenance and Commissioning (The service provider must demonstrate understanding of the design, commissioning, and performance optimization of mechanical and process plant equipment in Wastewater Treatment Plants.)</b></p> <p><b>2. Electrical, Control &amp; Instrumentation Design and Commissioning (The service provider must demonstrate understanding of the Conventional MCC; as well as the Control system design (including network); commissioning and optimization of Wastewater Treatment Plants).</b></p>	<p>5 (Five) Projects and above = 30 Points            3 (Three) – 4 (Four) Projects = 20 Points            1 (one) – 2 (Two) Projects = 10 Points</p>	<p><b>30</b></p>

<p><b>3.</b> Process Design, Optimization and Commissioning of Wastewater Treatment Plants (A sample SLD or high-level EC&amp;I design and write up to be included).</p> <p><b>4.</b> Operation &amp; Maintenance Management/ process control of Oxidation and stabilization ponds (The service provider must demonstrate understanding of design, commissioning and performance optimization of Biological Nutrient Removal with Activated Sludge Processes, and Oxidation and stabilization ponds as well as Green Drop Management and Requirements)</p> <p><b>5.</b> Operation &amp; Maintenance Management/ process control of Activated Sludge Plants</p> <p><b>6.</b> Maintenance Experience of Mechanical and Process Plants</p> <p><b>7.</b> Implementing Green Drop Management and Administration</p>								
<p><b>2. Key Staff Experience</b></p>	<p>Qualifications must be submitted with detailed Curricula Vitae (3 pages maximum). Functionality score points will be awarded in accordance with the schedule below:</p> <p>(iv) <b>2,1 Lead Process Engineer as a Project Manager;</b> ECSA registered <i>Pr. Eng/, Pr. Tech Chemical /Process/Wastewater Engineering and Postgraduate with BSc Honors Eng/ MSc, Eng/ MTech</i></p> <table border="1" data-bbox="683 1664 1337 1787"> <tr> <td>o <b>5 (five) years and above</b></td> <td><b>10 Points</b></td> </tr> <tr> <td>o <b>3 (three) – 4 (four) years</b></td> <td><b>07 Points</b></td> </tr> <tr> <td>o <b>1 (one) – 2 (two) years</b></td> <td><b>03 Points</b></td> </tr> </table> <p>(v) <b>2.2 Lead Mechanical Engineer, ECSA Registered as Pr.Eng/Pr.Tech, (BSc /BTech Mech Eng with experience in Mechanical and Process Systems including Wastewater Treatment Plants,</b></p>	o <b>5 (five) years and above</b>	<b>10 Points</b>	o <b>3 (three) – 4 (four) years</b>	<b>07 Points</b>	o <b>1 (one) – 2 (two) years</b>	<b>03 Points</b>	<p>50</p>
o <b>5 (five) years and above</b>	<b>10 Points</b>							
o <b>3 (three) – 4 (four) years</b>	<b>07 Points</b>							
o <b>1 (one) – 2 (two) years</b>	<b>03 Points</b>							

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<b>3. Methodology and Work Plan</b>	The service provider must demonstrate understanding of the wastewater treatment process and the reporting associated with the Green Drop System.	<b>20</b>																								

	<p>Excellent understanding of the methodology will be demonstrated by:</p> <ol style="list-style-type: none"> <li>1) Compliant reporting in terms of the Green Drop System by providing examples of, and working methods for the implementation of: <ol style="list-style-type: none"> <li>a) Wastewater Risk Abatement Plan with Risk Matrix, Incident Management Protocol &amp; Action Plan with budget for implementation (2);</li> <li>b) Sampling Plan to ensure compliance to the Authorization and Best Practice (2);</li> <li>c) Process Control Strategy (1);</li> <li>d) Process Flow Diagrams (1)</li> <li>e) Fixed Asset Register (2)</li> <li>f) O&amp;M Manual (2);</li> <li>g) Process Audit (2)</li> </ol> </li> <li>2) Detail project plan, timeframes and activities linked to deliverables and timeframes (4 points)</li> <li>3) Method furthermore indicates understanding of the legal requirements (2 points)</li> <li>4) Milestones clearly indicated and linked to deliverables (2 points)</li> <li>5) Water quality monitoring plan; operational and effluents compliance (2 points)</li> </ol> <p><b>Note: Proof or demonstration of experience shall be from the Service Provider's previous work</b></p>	
	<b>TOTAL POINTS</b>	<b>100</b>

## PRICING SCHEDULE

### Item 1: Wastewater Risk Abatement Plan

Item	Description	Quantity	Rate	Amount
1.	Turn-around strategy for implementation as part of the Wastewater Risk Abatement Plan:			
1.1.	Monthly review and updates of the Wastewater Risk Abatement Plan.	MONTHLY		
	SUB-TOTAL, Item 1, Carried Forward to summary			

### Item 2: Development of Sludge Management Plan:

Item	Description	Quantity	Rate	Amount
2.	Sludge Management Plan for drying beds, screenings, and general biological waste:			
2.1.	Monthly solid waste laboratory analysis, Assessment, collection, handling, and storage; and Record Keeping	MONTHLY		
2.2.	Monthly off-site trucking to accredited landfills	MONTHLY		
	SUB-TOTAL, Item 2, Carried Forward to summary			

### Item 3: Operation and Maintenance Management of the wastewater infrastructure for a period of 36 months

Item	Description	Quantity	Rate	Amount
3.1	Green Drop System management and administration support, management of logging and recording database, collaboration between the service provider and the technical staff of Ngaka Modiri Molema District Municipality.	MONTHLY		
3.2	Plant operation and Process Control:			
3.2.1	Monthly process control supervision, including unannounced plant inspections by principal process controller, monthly progress report and NMMDM feedback meeting.	MONTHLY		
3.2.2	Daily supervision of process controllers and general workers by the services provider's permanent site staff, senior process controller.	MONTHLY		
3.2.3	Travelling cost of supervisor and principal process controller, for vehicle with 2,500cc engine, determined from the	Estimated at 1650km monthly	Cost to be claimed as per Department	

	base at Ditsobotla Local Municipality Head office.		of Transport (DoT) as published in quarterly basis	
3.3	Plant and equipment: Normal Repair and Maintenance  Attach original invoice of a supplier		attach markup (10%) of the supplier to the invoice	
3.3.1	Full time roving fitter/turner/handyman, for preventative and first line corrective maintenance on plants and pump stations, inspecting each at least once per week, including collaboration with and skills transfer to Ngaka Modiri Molema District Municipality's learner mechanical maintenance personnel.	MONTHLY		
3.3.2	Full time roving electrician/instrumentation technician/handyman, for preventative and first line corrective maintenance on plants and pump stations, inspecting each at least once per week, including collaboration with and skills transfer to Ngaka Modiri Molema District Municipality's learner electrical and Control & Instrumentation maintenance personnel.	MONTHLY		
3.3.3	Travelling cost of roving fitter/handyman and electrician/instruments technician, for vehicle with 2,500cc engine, determined from the base at Ditsobotla LM Head Office.	Estimated at 1650KM monthly	Cost to be claimed as per Department of Transport (DoT) published in quarterly basis	
3.4	Repair work that requires specialist technical staff, for current breakdowns and emergency work, beyond the scope of preventative and first line corrective maintenance:			
3.4.1	Call out of Millwright	Rate per hour	To be claimed on actual hours spent	
3.4.2	Call out of Master Electrician	Rate per hour	To be claimed on actual hours spent	

3.4.3	Call out of Specialist in Instrumentation and Automation	Rate per hour	To be claimed on actual hours spent	
3.4.4	Travelling time of specialist millwright, electrician, instrumentation technician	Rate per hour	To be claimed on actual hours spent	
3.4.5	Travelling cost of specialist technical staff	Estimated 1650km monthly	Cost to be claimed as per Department of Transport as published in quarterly basis	
	SUB-TOTAL, Item 3, Carried Forward to summary			

**Item 5. Summary of pricing**

5.1	SUB-TOTAL, Item 1, Wastewater Risk Abatement Plan			
5.2	SUB-TOTAL, Item 2, Sludge Management Plan			
5.3	SUB-TOTAL, Item 3, Operation and Maintenance Management of the wastewater infrastructure for a period of 36 months			
5.4	SUB-TOTAL Sum of Items 1 -3 above			
5.5	Contingency: Add 10% to the Sum of items 1-3 above, to be utilized on the NMMDM's express instruction only			
5.6	SUB-TOTAL, Sums of Items 1-3, plus provision for Contingency.			
5.7	VALUE ADDED TAX 15%			
<b>5.8</b>	<b>Total Contract Price</b>			

**ESCALATION OF PRICES ON YEAR 2 & 3 BASED ON CPIX PLUS 1% BUT NOT MORE THAN 7.5% WILL BE APPLICABLE.**

**ANNEXURE A**  
**GENERAL CONDITIONS OF CONTRACT**