



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**TENDER NUMBER:**

**WS 01 2022/23**

<b>TENDER DESCRIPTION:</b>	<b>TENDER FOR THE UPDATING OF THE WATER AND SANITATION INFRASTRUCTURE MASTER PLAN FOR THE CITY OF TSHWANE AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD</b>
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**NAME OF BIDDER:** .....

**CSD NUMBER:** .....

**VENDOR NUMBER (WHERE APPLICABLE)** .....

Prepared by:  
City of Tshwane Metropolitan Municipality  
Tshwane House,  
320 Madiba Street  
Pretoria CBD  
0002

<b>BID CLOSING DATE</b>	<b>8 August 2022</b>
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

DEPARTMENT: WATER AND SANITATION

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
WS 01 202/23	TENDER FOR THE UPDATING OF THE WATER AND SANITATION INFRASTRUCTURE MASTER PLAN FOR THE CITY OF TSHWANE AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD	WATER AND SANITATION	Retha Rall <a href="mailto:RethaR@tshwane.gov.za">RethaR@tshwane.gov.za</a> (012) 358 7686 Lukkiet Thobejane-Selowe <a href="mailto:Lukkiet3@tshwane.gov.za">Lukkiet3@tshwane.gov.za</a> (012) 358 6282	Venue: Capital Towers North, 225 Madiba street (Vermeulen) 7 <sup>th</sup> Floor Room A701 Date: 1 July 2022 at 13:00	8 August 2022 at 10:00

**THE DOCUMENT IS DOWNLOADABLE ON THE E-TENDER PORTAL.**

**Each quotation shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:**

City of Tshwane Metropolitan Municipality  
Tshwane House,  
320 Madiba Street  
Pretoria CBD  
0002

Documents must be deposited in the bid box not later than **8 August 2022** when bids will be opened in public.

- Technical enquiries: Retha Rall (012 358 7686 or [RethaRall@tshwane.gov.za](mailto:RethaRall@tshwane.gov.za))
- Supply chain enquiries: Lukkiet Thobejane-Selowe (012 358 6282 or [lukkiet3@tshwane.gov.za](mailto:lukkiet3@tshwane.gov.za))

**Bids will remain valid for a period of 90 days after the closing date.**

**Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.**

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16.	Company registration certificate		
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18.	Clearance certificate or unique PIN		
19.	BBBEE certificate		
20.	CSD summary report		

## VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state;
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
  - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

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**Bidder**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

**A. COMPANY**

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on ..... 20.....,  
Mr/Ms ..... has been duly  
authorised to sign all documents in connection with  
Bid Number .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

**B. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

<b>Full name of partner</b>	<b>Residential address</b>	<b>Signature</b>
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ....., hereby authorise ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

..... <b>Signature</b>	..... <b>Signature</b>	..... <b>Signature</b>
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..... <b>Date</b>	..... <b>Date</b>	..... <b>Date</b>
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**C. ONE-PERSON BUSINESS**

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

..... <b>Signature</b>	..... <b>Date</b>
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**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on ..... 20..... at ..... , Mr/Ms ..... , whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number .....

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**     1. ....

                          2. ....

**E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms ..... , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

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

CITY OF TSHWANE  
WATER AND SANITATION DEPARTMENT

TENDER FOR THE UPDATING OF THE WATER AND SANITATION  
INFRASTRUCTURE MASTER PLAN FOR THE CITY OF TSHWANE AS AND WHEN  
REQUIRED FOR A 3 YEAR PERIOD

SPECIFICATION AND ADDITIONAL CONDITIONS OF TENDER

SCOPE OF WORK

The City of Tshwane (CoT) is requesting tenders to do the reviewing and updating of the master plan for the water and sanitation infrastructure in line with the approved metropolitan and regional spatial development frameworks, as amended by the municipality from time to time.. This also includes the capturing and updating of related data required for such planning.

The planning information must be captured in the cities MIS (Geographical Management information system, IMQS) for use by the City. It must contain all information of the infrastructure in a Geographic Information System (GIS) format which will be used for the analysis and planning of future and current water and sanitation systems. From this information, plan books for maintenance purposes must be issued to all the relevant departments that require infrastructure information. The water loss and non-revenue water are to be determined by incorporation of the financial data on water sold. .

New Capital Projects are to be identified during this planning process. It must also include the continuous capturing and update of the information required for assistance with the annual finalisation of the Water Services Development Plan and similar planning reports. The primary functions required from the Service Provider will consist of the following;

- quarterly updating of models and master-plans for water and sanitation;
- the downloading of SAP billing and related information and the updating thereof on the MIS system on a monthly basis (or as-and-when required) for all relevant departments;
- the updating of maintenance related information onto the MIS system, including capturing of as-build plans;
- The updating of the Water Service Development Plan (WSDP) on the MIS;
- Annual (or as-and-when required) updating and enhancement of the pipe replacement prioritisation for both water and sanitation on the MIS;
- General training and support for the planning and related personnel within the CoT.
- Monthly water losses/ Water balance calculations

The Tender will be awarded for a three (3) year period from 1 July 2022 or nearest date thereafter. It is a condition of this tender that the successful bidder must enter into a separate service level agreement with the City of Tshwane.

The extent of the current infrastructure models are as follows:

MODELS

WATER:

Total pipes in model = 224 000

Length of pipes in model = 21 390 km

No. of pumps in model = 332

No. of control valves in model = 526  
No. of reservoirs in model = 300 ( $\Sigma$ volume = 3,750 MI/day)  
No. of water towers in model = 460 ( $\Sigma$ volume = 19 MI/day)  
No. of water bulk connections in model = 70  
No. of wells and boreholes in model = 28  
No. of other water sources in model = 10

#### SEWER:

Total pipes in model = 248 000  
Length of Gravity pipes in model = 14 200 km  
Length of rising main pipes in model = 65 km  
No. of pumps in model = 291  
No. of waste water treatment plants in model = 39 ( $\Sigma$ capacity = 635,0 MI/d)

#### BILLING:

Water Accounts	= 464 000
Sanitation Accounts	= 428 000
Refuse Accounts	= 382 534
Rates Accounts	= 662 000
Stands	= 550 000

Total Billed Water Sales = 691 150kl/d  
Total bulk water input entire Tshwane = 953 000 kl/d  
No of future development areas in master plan = 2 244  
AADD of future development areas in master plan = 1 425 775kl/d

#### WATER AND SANITATION MASTER PLANNING

Outputs must be available electronically as maps, reports, graphs, tables or hard copy documents. Details on the required tasks are the following:

Routine Tasks required from the Service Provider for water and sanitation

The following will be the main KPI's of the support services:

- a) To maintain up to date models of the water and sanitation systems (over the past few years the CoT experienced an average extension of approximately 400 km pipes in its network)
- b) To create up to date monthly Water Loss reports for analysis of each defined water zone (DMA) within the City of Tshwane.
- c) To create up to date plan books for maintenance purposes (current total number of pages in the plan book is 2630 for water and sanitation).
- d) To ensure that the MIS is updated with the latest information.
- e) Available information must be extracted from the MIS as and when required for the compilation of service provision reports and the WSDP.
- f) Continuous updating of network design models (Wadiso/Sewsan) with new as-build information and memo's recorded by field staff (currently  $\pm 20$  projects per month's as-builds are received on average monthly for water and sanitation).
- g) To maintain and update the water and sanitation pipe replacement prioritisation annually with the latest information.

- i) Synchronisation of infrastructure models with the financial asset register on SAP and posting of this information on the MIS asset module.
- k) To provide the platform for all MIS users to have access to the data.

Monthly activities required:

- a) Updating of the MIS financial module (Swift) with data from the treasury systems (SAP) and all bulk meter information. (The City currently downloads approximately 887 000 property related records from SAP, 2.63 million accounts and up to 24 months of meter readings from approximately 465 000 water meters.
- b) Updating of the water loss figures for the CoT on a regional and water distribution zone level.
- d) Display the service comparisons of all financial services information.
- e) Updating of models with “as-build” information submitted.
- f) Updating of construction drawings onto the construction layers of the MIS (an average of 16 project’s plans are received on a monthly basis).

Quarterly activities required:

- a) Linking between models and the municipal GIS.
- b) Evaluation of existing water and sanitation models.
- c) Updating of the future systems by removing the completed new infrastructure from the planned models and transferring it to the existing infrastructure model for water and sanitation and adjusting the planned model with this new information and the update of the integrated planning between models.
- d) Updating of the plan books when the new as-builts information (the current CoT plan book has 2360 pages in an A3 format).
- e) Updating of the Wadiso and Sewsan pipe design models and posting the results to IMQS or similar system.
- f) Comparing assets captured on the SAP Asset register with the information captured into the planning models and identifying possible omissions on the asset register.
- g) Update the latest version of Tshwane Data Dictionary – the update shall also be in-line with the Municipal Standard Chartered of Account (mSCOA)

Annual activities required:

- a) Assisting in the review of the water/sewer tariffs for annual budgeting purposes.
- b) Assisting in the compilation and reviewing of the Water Services Development Plan as required by DWA and other statutory required reporting.
- c) Assisting the Water and Sanitation Department with the reporting required for benchmarking initiatives.
- d) Assisting with the compilation of the Water and Sanitation business plan.
- e) Updating of the Water and Sewer Pipe Replacement prioritisation.
- f) Assisting with the identification and compilation of new capital budgets.

Other activities to be performed:

- a) Updating of master plan models with the new updated regional spatial development framework.
- c) Suggest integrated procedures to optimise operation of the systems.
- f) Supplying and keeping up to date of all metadata documentation for all modules used by the CoT.
- h) Ad-hoc system queries (on an agreed quotation basis for larger queries not directly related to the normal Support Services activities).

## Updating of backlog information due to gap in contract

The backlog of as-build information that was not captured onto the City's current models between the end of the previous tender and this tender will also need to be captured. An assessment of the number of months' worth of information that needs to be captured will be made before capturing of this information starts. The rate of payment for this will be the same as for the monthly capturing of as-build and construction information and will not necessarily be the total months between the end of the cities previous supply contact and the start of this contract.

## Information to be displayed on the MIS

All reports, maps and graphs must be produced/displayed on a city wide, regional or water distribution zone/drainage zone basis.

For the water system:

### Maps

- Layout of the System (pipes, pump, valves, tanks etc.)
- All system information (e.g. diameters, volume, photos, video clips etc)
- Pipe diameter map
- Static pressure map
- Peak pressure map
- Flow velocity map
- Flow rate map
- Pipe materials map
- Distribution systems map
- Pipe elevation map
- Map indicating year of construction
- Pressure class map
- Node output map
- AADD Scenario maps
- Map showing future system
- Future pipe diameter map
- Future static pressure map
- Future peak pressure map
- Future velocity map
- Future Flow rate map
- Future pipe elevation map
- Future pipe phasing map (immediate, 1-2 years, 3-5 years, 5-10 years, 11-20 years)
- Future node output map
- Future AADD Scenario maps
- Future distribution systems map
- Future development areas map
- Future land use map
- Informal areas service levels map
- Future master Items map
- External links locations on relevant maps (eg, Zednet)
- Any other thematic query
- Pressure class map
- Locality integrity
- Node/Junction output
- Master Plan item type map
- Master Plan item phasing map

- Region map
- Network map
- Future Network map
- Static EGL map
- Future Static EGL map
- Peak demand EGL map
- Schematic system map

#### Reports

- System summary table (e.g. total length of pipe, total volume of storage etc)
- Table of current replacement value of system
- Water pipe list
- Water pump List
- Water control valve list
- Reservoirs and tanks list
- Pressure tower list
- List of water supply sources
- Table of all master plan items and their cost and phasing
- Future water pipe list
- Future water pump list
- Future control valve list
- Future reservoirs and tanks list
- Future pressure tower list
- Action report
- Model Summaries:
  - By Elements
  - By System and Elements
  - By Future System and Elements
  - By Network and Elements
  - By Future Network and Elements
  - By Region and Elements
- Pipe/CV Breakdowns:
  - By Unique Nominal Diameter
  - By Nominal Diameter Category
  - By Unique Inside Diameter
  - By Inside Diameter Category
  - By Region/Nominal Diameter Category
  - By Network/Nominal Diameter Category
  - By Future Network/Nominal Diameter Category
  - By System/Nominal Diameter Category
  - By Future System/Nominal Diameter Category
  - By Material
  - By Material/Nominal Diameter Category
  - By Material/Age Category
  - By Region/Age Category
  - By Network/Age Category
  - By System/Age Category
  - By System Type
  - By System Type/Nominal Diameter Category
  - By Future System Type
  - By Future System Type/Nominal Diameter Category
  - By Locality Integrity
  - By Locality Integrity/Nominal Diameter Category
  - By Masterplan Item Type
  - By Masterplan Item Type/Nominal Diameter Category

- By Unique Model Diameter/Demand Zone
- By Unique Nominal Diameter/Demand Zone
- By Demand Zone/Model Diameter Category
- By Demand Zone/Nominal Diameter Category
- By Unique Model Diameter/Future Demand Zone
- By Unique Nominal Diameter/Future Demand Zone
- By Future Demand Zone/Model Diameter Category
- By Future Demand Zone/Nominal Diameter Category
- Pump Lists:
  - Pump Station List
  - Pump List
- Control Valve Lists:
  - Control Valve Installation List
  - Control Valve List
- Tank Node Lists:
  - Tank Node Site List
  - Tank Node List
- Demand Zones Lists:
  - Nested Demand Zone list
  - Individual Demand Zone list
  - Nested Future Demand Zone list
  - Individual Future Demand Zone list
- System Lists:
  - By System List
  - By Future System List
- Water Demands and Pressures Summaries:
  - By Demand Zone
  - By Future Demand Zone
  - By Region
  - By Network
  - By Future Network
  - By System Type and System
  - By Future System Type and Future System
- Master Plan Item Summaries:
  - Item Table
  - By Implementation Year and MP Task
  - By Implementation Year Category and MP Task
  - By Network and MP Task
  - By Region and MP Task
  - By System and MP Task
  - By System Type MP Task
  - MP Costs Summary
  - MP Unit Costs per Future System
  - MP Unit Costs per Region
  - MP Unit Costs per Future Network
- Master Plan Project Summaries:
  - Project Table
  - By Region and Cost
  - By Region and Future System Type/Cost
  - By Future Network and Cost
  - By Future Network and Future System Type/Cost

## Graphs

Appropriate line-, bar- and pie-chart graphs are produced for each report, the list exceeds 500, some graphs are listed below:

- Time simulation graphs for every pipe, showing e.g. peak week flow rate vs. time
- Time simulation graph for every node, showing e.g. peak week pressure vs. time
- Pipe cost graphs
- Storage (Reservoir/tower) cost Graphs
- Pipe lengths per diameter
- Pipe values per diameter
- Pipe length vs date
- Reservoir/ Tank Volumes
- Reservoir/Tank Values
- Storage volume vs date
- Cost Function

For the sewer system

#### Maps

- Layout of system (Pipes, Pumps, Diversion structures etc)
- All system information (e.g. diameter, inverts, slopes, photos, video clips etc.)
- Pipe diameter map
- Pipe Roughness map
- Maximum flow rate map
- Flow velocity map
- Pipe capacity Map
- Spare capacity map
- Drainage zone map
- Pipe material map
- Pipe installation year map
- Pipe integrity map
- Pipe invert level map
- Upstream inflow volume map
- AADD Scenario maps
- Drainage areas map
- Future system map
- Map showing future master plan items
- Future pipe diameter map
- Future pipe roughness map
- Future pipe capacity map
- Future full flow velocity
- Future drainage system map
- Future flow rate map
- Future velocity map
- Future spare capacity map
- Future pipe phasing map
- Future invert levels map
- Future upstream inflow map
- Future AADD map
- Future drainage areas map
- Future development areas map
- Future land use map
- Informal areas service level map
- Any other thematic query
- System Type map
- Future System Type map

- Design Flow map
- Full Flow Velocity map
- Max flow map
- Hydraulic Spare Capacity map
- Relative Spare Capacity map
- Year pipe installed map
- Locality Integrity map
- Upstream Inflow Volume map
- MP item type map
- MP item phasing map
- Drainage System map
- Region map
- Network map
- Schematic system map

#### Reports

- System summary Table (e.g. total length of pipe, number of pump stations etc)
- Table of current replacement value of system
- Gravity pipe diameter report
- Rising main diameter report
- Gravity pipe list
- Rising main pipe list
- Sewer pump list
- Treatment plant list
- Table of all master plan items and their costs and phasing
- Future system summary
- Model Summaries:
  - By Elements
  - By System and Elements
  - By Future System and Elements
  - By Drainage Area and Elements
  - By Future Drainage Area and Elements
  - By Region and Elements
- Gravity Pipe Breakdowns:
  - By Unique Nominal Diameter
  - By Nominal Diameter Category
  - By Unique Inside Diameter
  - By Inside Diameter Category
  - By Region/Nominal Diameter Category
  - By Drainage Area/Nominal Diameter Category
  - By Future Drainage Area/Nominal Diameter Category
  - By System/Nominal Diameter Category
  - By Future System/Nominal Diameter Category
  - By Link Type/Nominal Diameter Category
  - By Material
  - By Material/Nominal Diameter Category
  - By Material/Age Category
  - By Region/Age Category
  - By Drainage Area/Age Category
  - By System/Age Category
  - By System Type
  - By System Type/Nominal Diameter Category
  - By Future System Type
  - By Future System Type/Nominal Diameter Category

- By Locality Integrity
- By Locality Integrity/Nominal Diameter Category
- By Masterplan Item Type
- By Masterplan Item Type/Nominal Diameter Category
- By Nominal Diameter Category/Relative Spare Capacity
- By System Type/Relative Spare Capacity
- By Future System Type/Relative Spare Capacity
- Rising Main Breakdowns:
  - By Unique Nominal Diameter
  - By Nominal Diameter Category
  - By Unique Inside Diameter
  - By Inside Diameter Category
  - By Region/Nominal Diameter Category
  - By Drainage Area/Nominal Diameter Category
  - By Future Drainage Area/Nominal Diameter Category
  - By System/Nominal Diameter Category
  - By Future System/Nominal Diameter Category
  - By Material
  - By Material/Nominal Diameter Category
  - By Material/Age Category
  - By Region/Age Category
  - By Drainage Area/Age Category
  - By System/Age Category
  - By System Type
  - By System Type/Nominal Diameter Category
  - By Future System Type
  - By Future System Type/Nominal Diameter Category
  - By Locality Integrity
  - By Locality Integrity/Nominal Diameter Category
  - By Masterplan Item Type
  - By Masterplan Item Type/Nominal Diameter Category
- Structure Lists:
  - Structure Site List
  - Structure List
- Pump Lists:
  - Pump Station List
  - Pump List
- Sewer Flow Volumes:
  - Flow Volume Summary
  - Flow Volume Breakdown
- Master Plan Item Summaries
  - By Implementation Year and MP Task
  - By Implementation Year Category and MP Task
  - By Drainage Area and MP Task
  - By Region and MP Task
  - By System and MP Task
  - By System Type MP Task
  - MP Costs Summary
  - MP Unit Costs per Future System
  - MP Unit Costs per Region
  - MP Unit Costs per Future Network
- Master Plan Project Summaries:
  - By Region and Cost
  - By Region and Future System Type/Cost
  - By Future Drainage Area and Cost
  - By Future Drainage Area and Future System Type/Cost

## Graphs

Appropriate line-, bar- and pie-chart graphs are produced for each report, the list exceeds 500, some graphs are listed below:

- Time simulation graphs for every pipe, showing e.g. flow rate vs. time
- Time simulation graphs for every node, showing e.g. flow rate vs. time
- Pipe cost graphs
- Pump station cost graphs
- Gravity pipe Lengths per Diameter
- Gravity pipe values per diameter
- Gravity pipe lengths vs date

## Water Demand Module\_(Swift water and sanitation)

### Maps

- Stands: General
  - Suburb Category
  - Land-use Categorisation
  - Network
  - Zoning Categorisation
- Stands: Account Details
  - Rates Tariff
  - Stand Value
  - Indigent Code
  - Prepaid Code
  - Water Availability Tariff
  - Water Consumption Tariff
  - Water Serviced Units
  - Sewer Availability Tariff
  - Sewer Consumption Tariff
- Stands: Water Consumption
  - Authorised Consumption (showing authorised consumption by IWA water balance groups)
  - Water Use (Metered and Estimated) (kl/day)
  - Water Use (Metered) (kl/day)
  - Theoretical Water Use (Land-use)
  - Theoretical Water Use (Zoning)
  - Occupancy
  - Last Consumption
  - Month Ratio 1
  - Month Ratio 3
  - Node
  - Manhole
- Stands: Water Meters
  - Adjustments
  - Constant Consumption
  - Age
  - Last Actual Reading
  - Make
  - Size

- Total Flow
- Suburb Category
  - Suburb ID
  - Consumption (excl Loss)
  - Consumption per Hectare (excl Losses)
  - Consumption per Unit (excl Losses)
  - Theoretical Loss (Future)
  - Theoretical Loss (Present)
- Demand Management Areas
  - DMA ID
  - Integrity - Bulk Input
  - Integrity - Sales
  - Integrity - Metered Input (%)
  - Integrity - Metered Sales (%)
  - Loss - Volume(kl/annum)
  - Loss - Percentage Input
  - Non-Revenue Water - Percentage Input
  - Non-Revenue Water - Volume (kl/annum)
  - ILI
  - Consumption - Authorised (kl/day)
  - Consumption - Modelled (kl/day)
  - Consumption - Modelled per Hectare (excl Losses)
- Bulk Meter Maps
  - Integrity
  - Flow
  - Type

## Reports

- Annual Water Balance Reports
  - Total System: Water balance of the total system (kl/annum), per IWA consumption group. Includes number of households, stands, Existing metered and estimated AADD (kl/day)
  - By DMA: Water balance per DMA (kl/annum), per IWA consumption group. Includes number of households, stands, Existing metered and estimated AADD (kl/day)
- 12 Monthly Water Balance Reports
  - Total System: Water balance of the total system (kl/1month), per IWA consumption group. Includes number of households, stands, Existing metered and estimated AADD (kl/day)
  - By DMA: Water balance per DMA (kl/month), per IWA consumption group. Includes number of households, stands, Existing metered and estimated AADD (kl/day)
- Consumption Reports
 

Includes stats per suburb and land-use category on Metered-, Estimated- and Total-Consumption (kl/annum), AADD(kl/day), number of units, number of stands

  - By Land-use (With separate category for large consumers)
    - Total System
      - Existing
      - Theoretical (For 3 Scenarios: Occupied based on land-use, fully Occupied based on land-use, Fully Occupied based on zoning)
    - By Suburb Category
      - Existing

- Theoretical (For 3 Scenarios: Occupied based on land-use, fully Occupied based on land-use, Fully Occupied based on zoning)
  - By DMA
    - Existing
    - Theoretical (For 3 Scenarios: Occupied based on land-use, fully Occupied based on land-use, Fully Occupied based on zoning)
- By Land-use (Large consumers by land-use)
  - Total System
    - Existing
    - Theoretical (For 3 Scenarios: Occupied based on land-use, fully Occupied based on land-use, Fully Occupied based on zoning)
  - By Suburb Category
    - Existing
    - Theoretical (For 3 Scenarios: Occupied based on land-use, fully Occupied based on land-use, Fully Occupied based on zoning)
    - Ward Reports
  - Breakdown of consumption per ward, showing billed metered consumption per monthly consumption category (kl/month), and unmetered and unbilled consumption
- Historical Trend Reports
  - Annual Water Balance Reports
    - Total System: Water balance of the total system (kl/annum), per IWA consumption group. Includes number of households, stands, Existing metered and estimated AADD (kl/day)
    - By DMA: Water balance per DMA (kl/annum), per IWA consumption group. Includes number of households, stands, Existing metered and estimated AADD (kl/day)
- Consumption Reports
  - By Land-use
  - By Suburb
  - By Network
  - By Total System
- Parameters
  - Number Connections
  - Number Meter
  - Number Units (Metered Supply)
  - Number Units (Estimated Supply)
  - Number Units (Total)
  - Number Stands (Metered Supply)
  - Number Stands (Estimated Supply)
  - Number Stands (Vacant)
  - Number Stands (Total)
  - Consumption (Metered)
  - Consumption (Estimated)
  - Consumption (Total)
  - AADD (Metered)
  - AADD (Estimated)
  - AADD (Total)
  - Unit Demand per stand
  - Unit Demand per unit
  - Unit Demand for Estimated Stands
  - Unit Demand for Estimated Units
- Financial Reports
  - Water Tariff Report

- Sewer Tariff Reports
- Indigent Summary

## For the Water Services Development Plan

This is a collection of text, images, tables, charts and maps which would make up the basis of reporting on the Water and Sanitation Department

### Introduction

- Background and Purpose of the Water Services Development Plan
  - Purpose of a Water Services Development Plan
  - Name of WSA / WSP
  - WSDP Status
  - WSDP Drafting Team
- Background to area
  - Location Map
  - Population and Growth
  - Economy
  - City Institution
    - Figure: Administration Regions of the City of Tshwane
  - Topography
  - Geology
  - Climate
- Business Processes, Goals and Objectives
  - Introduction
  - Organisational Structure and Operating Agents
    - Figure: Organisational Structure of the Water and Sanitation Department
  - Vision
  - Mission
  - Directives
  - Strategic Objectives
  - Business Processes
- Planning Framework
  - General
  - IDP Process
  - Water and Sanitation Department Business Plan Process
  - Water and Sanitation Master Plan Process
  - WSDP Compilation: Program Interaction and Data Flow
- IDP and WSDP Goals and Integration
  - IDP priority issues related to water services
  - Sustainable water services sub-goals
  - Integrated water resource management sub-goals
  - Efficient and effective institutional arrangement sub-goals

### Customer profile and Service Backlog

- Introduction
  - Status Quo Report
  - Document Sources and Date
- Customer Profile
  - Historical and Projected Consumer Data
    - Figure Future Development Areas: Expected Landuse
    - Figure: Future Development Areas: Implementation Dates (Years)
    - Figure: Historical and Projected No Units
    - Figure: Projected Water Requirements
    - Figure: Customer Profile

- Table: Land Use Profile
- Large Water Consumers
  - List of Large Water Consumers
  - Map of Large Consumers (Stand AADD > 20kl/day)
- Industrial Effluent Dischargers
  - List of Industrial Effluent Dischargers
  - Map of Industrial Effluent Discharge
- Indigent Consumers
  - Indigent Policy
    - Indigent Consumer Summary: Water
    - Indigent Consumer Summary: Sanitation
- Service Level Backlog
  - Introduction
    - Map of In-situ Formalised Areas
  - Status of the Service Level Backlog Eradication Strategy
    - Figure: Progress with Water Service Backlog Eradication
    - Figure: Progress with Sanitation Service Backlog Eradication
    - Map: Informal Areas with Level of Water Services
    - Map:: Informal Areas with Level of Sanitation Services
    - Table: Existing Water Service Level Backlog
    - Table: Existing Sanitation Service Level Backlog
  - Backlog Eradication Strategy
    - Figure: Historical and Projected Water Service Backlogs
    - Table: Projected Water Service Level Backlog
    - Figure: Historical and Projected Sanitation Service Backlogs
    - Table: Projected Sanitation Service Backlogs
    - Figure: Informal Areas Development Priority

## Water Resources and Infrastructure

- Introduction
  - Document Sources and Date
- Existing System
  - Existing System Summary
    - Table: Existing Infrastructure Summary
    - Table: Pipe Summary
  - Existing System Maps
    - Water Resources
    - Existing System
    - Reservoir and Tower Storage
    - Static Pressure
    - Peak Operational Pressure
    - Flow Velocities
- Future System
  - Water Demands
    - Figure: Projected theoretical annual average daily demands
  - Master Plan Summary
    - Figure: Master Plan Projects and IDP Projects
  - Future System Maps
    - Future system
    - Static Pressure
    - Peak Operational Pressure
    - Flow Velocities
- Water Resources and Raw Water System
  - Raw Water System Infrastructure Details
  - Raw Water System Master Plans
- Potable Bulk Water System

- Bulk Water System Infrastructure Details
- Bulk Water System Master Plans
- Potable Water Reticulation System
  - Water System Pressure Profiles
  - Potable Water Reticulation System Infrastructure Details
  - Potable Water Reticulation Master Plans
- Treated Effluent Reuse System
  - Infrastructure Summary

#### Sanitation Infrastructure

- Document Information
  - Document Sources and Date
- Existing System
  - Existing System Summary
    - Table: Existing Infrastructure Summary
    - Table 4.2.2: Gravity Pipe Summary
    - Table 4.2.3: Rising Main Summary
  - Existing System Maps
    - Existing System
    - Spare Capacity
    - Maximum Flow Velocities
- Future System
  - Loads
    - Projected Theoretical annual average daily demands
    - Projected Return Flows and WWTP capacities
  - Master Plan Summary
    - Master Plan Projects and IDP projects
  - Future System Maps
    - Future System
    - Future System Spare Capacity
    - Future System Maximum Flow Velocities
- Bulk Sewer System
  - Bulk Sewer System Infrastructure Details
  - Bulk Sewer System Master Plans
    - Table: Bulk Sewer System Master Plans
- Sewer Collector and Reticulation Systems
  - Sewer Collector and Reticulation System Infrastructure Details
- Sewer Collector and Reticulation System Master Plans
  - Table: Bulk Sewer System Master Plans

#### Water Balance and Losses

- Introduction
  - Document Sources and Date
- Global Water Balance
  - General
    - IWA Water Balance Definitions
    - Figure City of Tshwane Current Water Balance
    - Table: City of Tshwane Current Gross Water Loss KPI's
    - Table: Global Water Balance
- Bulk Water Supply and Exports
  - General
    - Table: Water Input Summary
    - Table: List of Bulk Water Inputs
    - Table: List of Bulk Water Exports
- Water Sales
  - General

- Potable Water Balance and Water Losses
  - Strategy
  - IWA Water Balance
    - Table: Current Water Loss KPI's per Region
    - Table: Current Water Loss KPI's per Primary Distribution Area
  - Historical Water Loss KPI's
    - Figure: Water Balance Trends
- Bulk Effluent
  - General
    - Table: List of WWTPs
    - Table: List of Effluent Inflow from upstream systems
    - Table: List of Effluent Outflow to downstream systems

#### Water Quality Monitoring

- General
  - Water Quality Monitoring Systems
    - Hyperlink to Blue Drop
  - Status Quo Report
    - Figure: Tshwane Blue Drop Status
    - Map: Tshwane Blue Drop Monitoring Points
  - Strategy

#### Effluent Quality Monitoring

- General
  - Effluent Quality Monitoring
    - Hyperlink to Green Drop
  - Status Quo Report
    - Figure: Tshwane Green Drop Status
    - Map: Tshwane Green Drop Monitoring Points
  - Strategy

#### Operations and Maintenance: Water

- Document Information
  - Document Sources and Date
  - Strategy
- Key Performance Indicators
  - Water
    - Figure: Task Completion Performance Indicators
    - Figure: Historical Number of Leaks and Bursts per 100 kilometre pipe
    - Figure: Historical Percentage of Complaints addressed within target time
    - Figure: Historical Percentage of Connections installed within target time
  - Sanitation
    - Figure: Task Completion Performance Indicators
    - Figure: Historical Number of Leaks and Bursts per 100 kilometre pipe
    - Figure: Historical Percentage of Complaints addressed within target time
    - Figure: Historical Percentage of Connections installed within target time

#### Human Resources and Institutional

- Document Information
  - Document Sources and Date
    - Procurement Strategy
- Operating Agents and Staff Summary
  - Operating Agents
  - Staff compositions (excluding Operating Agents)

#### Financial

- General

- Introduction
  - Document Sources and Date
- Historical Operational Budget and Expenditure
- Capital Budget and Expenditure
  - List of total Capital projects per IDP
    - Figure: W and S 2013-2018 CAPEX budget by infrastructure type
    - Figure: W and S 2013-2018 MTREF budget by region
- Evaluation of past division performance
  - Financial indicators
  - Non-financial indicators
- Tariff Structures
  - Water
  - Sanitation

#### Policies and By-Laws

- General
  - Status Quo Report
    - Document Sources and Date
    - List of Policies and By-Laws

#### Management Systems and Processes

- Billing Systems
- Operation and Maintenance
- Infrastructure Models and Master Plans
- Water Consumer and Demand Management
- Integrated Water Resources Plan
- Management Information Systems

#### Water pipe replacement prioritisation

##### Maps

- Bulk water network regional average
- Bulk water network regional top
- Bulk system rollup average
- Bulk system rollup top
- Failure locations
- Water network regional average
- Water network regional top
- Network system rollup average
- Network system rollup top
- Total water network PRP value
- Total water network remaining useful life

##### Reports

- Pipe List
- Summary of bulk pipes per rollup area/zone
- Summary of network pipes per rollup area/zone
- Summary of bulk pipes per region
- Summary of network pipes per region
- Regions: Replacement cost per pipe class
- Rollup areas/zone: Replacement cost per pipe class

##### Graphs

- Bulk Pipes: Regional replacement cost summary
- Network Pipes: Regional replacement cost summary
- Priority Distribution Curve
- Factor weighting graphs

## Sewer Pipe replacement prioritisation

### Maps

- Bulk water network regional average
- Bulk water network regional top
- Bulk system rollup average
- Bulk System rollup top
- Failure locations
- Water network regional average
- Water network regional top
- Network system rollup average
- Network System rollup top
- Total water network PRP value
- Total water network remaining useful life

### Reports

- Pipe List
- Summary of bulk pipes re rollup Area
- Summary of Network Pipes per Rollup Area
- Summary of bulk Pipes re Region
- Summary of Network Pipes per Region
- Regions: Replacement cost per Pipe class
- Rollup areas: Replacement Cost per Pipe Class

### Graphs

- Bulk Pipes: Regional Replacement Cost Summary
- Network Pipes: Regional Replacement Cost Summary
- Priority Distribution Curve
- Factor Weight Graphs

## Sewer Pipe Inspection

### Maps

- Pipe Material
- Pipe Diameter
- Structural Grading
- Structural Grading/Distance
- Maintenance Grading
- Environmental Grading
- Total Grading
- Pipe Rehabilitation

### Reports

- Pipe Inspection Summary

### Graphs

- Pipe Lengths per suburb
- Pipe Grading per suburb

## Asset Register

### Maps

- Asset Sub-Category
- Asset Group
- Condition
- Criticality
- Performance
- Operational cost
- Utilisation
- Year Constructed
- Year renewed
- Expected useful life
- Remaining useful life
- Current Replacement Cost
- Depreciated Replacement Cost
- Annual depreciation

### Reports

- Valuation Asset Register
- Financial Asset Register
- Work in Progress Register
- Valuation Asset Register
- Financial Asset Register
- Work in Progress Register
- Financial Summary
- Appendix B Summary
- Appendix C Summary
- Cost Centre Summary
- General Ledger Summary
- Roll-up Summary
- Extent Summary
- RUL Summary
- Condition Summary
- Criticality Summary
- Utilisation Summary
- Performance Summary
- Cost of Operation Summary
- Risk Matrix
- De-recognition Summary
- Impaired Asset
- Change in Asset Value
- Change in Condition

### Graphs

Appropriate line-, bar- and pie-chart graphs are produced for each report

## Payment

- Updating of all new “as-build” information and construction information and successfully posting this information on the City’s MIS. Monthly
- Updating of all billing data and water loss calculations including the update of all reports/maps /graphs related to this information as specified in item 3.1.7.3 above and posting this information to the City’s MIS. No
- Updating of the water masterplan as per the newest approve spatial development frameworks, including the update of all reports/maps/graphs related to this information as specified in item 3.1.7.1 above and posting this information to the City’s MIS. No
- Updating of the sanitation masterplan as per the newest approve spatial development frameworks, including the update of all reports/maps/graphs related to this information as specified in item 3.1.7.1 above and posting this information to the City.s MIS. No
- Analysing the current water network by using installation information, maintenance information, pressure information etc. to determine a pipe replacement priority of the most worn-out pipes and updating of all reports/maps/graphs related to this information as specified in item 3.1.7.5 above and posting this information to the City’s MIS. No
- Analysing the current sanitation network by using installation information, maintenance information, camera inspection information etc. to determine a pipe replacement/camera inspection priority of the most worn-out pipes and updating of all reports/maps/graphs related to this information as specified in item 3.1.7.6 above and posting this information to the City’s MIS. No
- Assisting the City in compiling the full water service development plan (WSDP) report as prescribed by the DWS and updating all of the tables/ maps/reports related to this information as specified in item 3.1.7.4 above and posting this information to the City’s MIS. No
- Annual subsequent update to reports on progress after approval of the WSDP and updating of all the relevant Tables/Maps/reports related to this information as specified in item 3.1.7.4 above and posting of this information to the City’s MIS. No
- Annually linking of linier and point asset data within the City’s asset register with the MIS and updating of all the tables/maps/reports related to this information as specified in item 3.1.7.8 above and posting this information to the City’s MIS. No

## SKILLS REQUIRED (QUALIFICATION AND EXPERIENCE)

The following minimum skills will be required for the reviewing and updating of the Water and Sanitation masterplan and related information. The tenderer shall provide certified copies (not older than 3 months) of qualification (SAQA approved), professional registration certificates, ID, and driver’s license.

<b>Position</b>	<b>Minimum Quantity Required</b>	<b>Minimum Qualification Required (SAQA Accredited)</b>	<b>Minimum Experience Required</b>	<b>Registration Required</b>
Programme Manager	One (1)	Civil Engineering Degree/ BTech (Water and/or Sewer field) NQF 8 – Qualification in Management	8 Years post registration relevant experience in Engineering Systems Management (Water and Sanitation systems)	1. Pr Eng / Pr Tech Eng (ECSA Registration)
Chief Engineer	One (1)	1. B Eng / BSc (Civil) / BTech Civil Eng	6 Years post registration relevant experience in Water and Sanitation	1. Pr Eng / Pr Tech Eng Civil Engineering (ECSA Registration)
Engineer / Technologist	Six (6)	1. Six (6) B Eng / BSc (Civil) / BTech Civil Eng	4 years post qualification experience in planning of water and sanitation models	
Engineering Technicians	One (1)	NDip (Civil)	2 years post qualification experience	
GIS Specialist / GIS Data Analyst	Two (2)	BA Degree / BSc Degree / BTech in Geography or GIS	4 years relevant experience in GIS systems	
Draughtsperson	Three (3)	Senior Certificate (Grade 12)	4 years relevant CAD experience	
Asset Management Analyst	One (1)	BCom Accounting Degree or higher	4 years relevant post qualification experience in asset management	Chartered Accountant registered (SAICA Registration )

## MANAGEMENT INFORMATION SYSTEM

Current software used within the Water and Sanitation Department

The dissipating of the result of the water and sanitation master planning and as-build information of the infrastructure within the City, the City currently uses the IMQS information management system. More information regarding this system can be obtained from their website on the following link: <https://www.imqs.co.za/>

The planning division currently uses Wadiso and Sewsan for the designing of water and sanitation infrastructure respectively and Swift to determine the actual demands on the system and determining water loss. More information regarding these software packages can be obtained from the following link: <https://www.gls.co.za/software/index.html>

The following software modules/packages are being used internally by the CoT as part of its infrastructure management system:

- Wadiso for the water network analysis (25 users)
- Sewsan for the sewer network analysis (20 users)
- Swift for the linking of Billing Detail to the water consumption (3 users)
- Water Pipe Replacement for network condition analysis (25 users)
- Sewer Pipe Replacement for network condition analysis (20 users)
- SWIFT viewer for the linking of the water sales to the Wadiso model and for the calculation of the UAW figures for the CoT (60 users)
- IMQS for the display of all management information in the format of specified reports, graphs and maps for water, sanitation, and Asset Management information. (270 users)
- Asset module linking the SAP financial asset register to the water and sanitation infrastructure asset information (10 Users)
- Maintenance Management System for recording and managing all planned, unplanned asset maintenance and replacement, maintaining of meter database and all resource management (±600 users)
- ZedNet for viewing water field logging data (±60 users)

### Use of alternative software packages

The tenderer may use alternative software packages. These software packages must comply with all the outputs as stated in this specification. The tenderer must provide and/or develop all interfacing that may be needed for the alternative software to integrate seamlessly with the current software that are being used by the city, as described above.

Water models must be provided to the city in the wlz-format, and Sewer models must be provided in the slz-format to enable users within the city to do their own network analysis and designs with the existing software used by the city. The billing data must be converted for engineering use and supplied to the city in the correct sqlite-format and swftl-format to enable the engineering department to use the information obtained from the billing to be linked to the models for water demand and sewer discharge analysis. All information must also be provided to the city in a format that can be incorporated into the city's ArcGIS for display purposes to other departments and overlying on the city's GIS system.

### AD-HOC STUDIES AND OTHER PLANNING STUDIES

During the implementation period of this contract additional planning studies might be required e.g., to test the influence of new proposed developments that changes the approved special development plan or other planning studies. Before such studies can proceed detail, specification will be submitted to the service provider of the application/study. Thereafter a fixed costing, (with detail cost breakdown) and timeline proposal will be submitted to the employer for approval. The City will, after evaluation and confirmation of available funding, instruct the service provider to proceed.

Payment will be made only after receiving and approval of the completed planning study, according to the confirmed quotation

### TRAINING AND SKILLS TRANSFER

#### Skills transfer

To enable the City to operate without dependencies on external contractors the service provider is to submit a proposed structure that will enable the City to operate the Support Services function via its own resources. The City will undertake to employ the relevant personnel/resource after which the service provider will be obliged to train the resources to a level of competency required to utilise the system independently.

## Mentorship and Skills Development

The tenderer shall provide mentorship to qualifying engineers/ technologist to assist them to register with Engineering Council of South Africa (ECSA). This will also include the training of Engineers and other personnel to enable the City to autonomously do the master planning and updating of the planning modules when this contract has expired.

## User Training

The tariff for training must be a fully inclusive tariff that includes the compilation of training manuals, to provide a suitable training venue, refreshments and all materials requires for skills transfer. Group training will be limited to 20 people per session.

## Software User training

To provide one to one training for all newly appointed users to familiarize the user with the functionality of the IMIS system, either as a group or individual training for the users as required.

To provide training sessions/information sessions with management to bring them up to date with master plans, future infrastructure development and the using and accessing of master plan reports for different wards and regions.

Further monthly group training should be scheduled so that all users have the opportunity to familiarise themselves with new functionality that has been built into the system. These training sessions will be held at the offices of the CoT in one of its training facilities.

## Payment

Mentorship per person/per year

Training of new user or individual training or group training of users on system updates and refresher training per trainer/per hr

## PENALTIES

Penalties will apply for each activity listed in item above not done or submitted late. The municipality may at any time request a detail activity plan for purposes of performance monitoring. Penalties will be deducted for each item that is not completed and submitted with the time agreed with the Engineer. Penalties will be deducted from the payment certificate monthly.

ITEM	DESCRIPTION	UNIT	RATE
	PENALTY OF LATE COMPLETION OF TASKS/ACTIVITIES		
	Routine tasks not done or late completion	Per item per week	R 500.00
	Monthly activities not done or late completion	Per item per week	R1 000.00
	Quarterly activities not done or late completion	Per item per week	R5 000.00
	Annual activities not done or late completion	Per item per week	R10 000.00
	Other activities not done or late completion	Per item per week	R1 000.00

## EVALUATION

### Evaluation Criteria

The bid will be evaluated in the following three stages:

- Stage 1: Administrative Compliance
- Stage 2: Mandatory documents
- Stage 3: the 80/20 point system as prescribed in Preferential Procurement Regulation

#### Stage 1: Administrative compliance

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

#### Stage 2: Mandatory requirements

Failure to submit the document list below will lead to disqualification and the bidder will not be evaluated further.

The following additional documents list should be included in the tender document submitted for tender evaluations purpose:

Experience of key staff, as listed in item 4 above. (Annexure A to be completed for each key staff required. CV's (full names) of the proposed team that will be working on this project containing the qualifications and experience.)

A detailed project proposal and company profile including the following:

Contact details of key personnel who will be involved in the project.

Organogram of the proposed team that will be utilised on this project with the individual member names.

Outline of the roles, responsibilities and duties that each team member will have on this project.

Proof of similar projects successfully completed. Include reference and contact detail from these clients to verify information submitted.

Check list:

(Tenderer to complete the check list below to ensure that all mandatory documents required are submitted with the tender. The tenderer shall provide certified copies (not older than 3 months) of qualification (SAQA approved), professional registration certificates, ID and driver's license as proof.)

No	Documents required	Quantity of documents required	Submitted (√)	
			Yes	No
1.	Experience of key staff for Water and Sanitation and Energy and Electricity			
1.1.	Programme Manager	One (1)		
1.2.	Chief Engineer	One (1)		
1.3.	Engineer / Technologist	Six (6)		
1.4.	Engineering Technician	One (1)		
1.5.	GIS Specialist / GIS Data Analyst	Two (2)		
1.6.	Draughtsperson	Three (3)		
1.7.	Asset Management Analyst	One (1)		
2.	A detailed project proposal and company profile			
2.1.	Contact details of key personnel who will be involved in the project.			
2.2.	Contact details of key personnel who will be involved in the project.			
2.3.	Outline of the roles, responsibilities and duties that each team member will have on this project.			
2.4.	Proof of similar projects successfully completed. Include reference and contact detail from these clients to verify information submitted.			

### Stage 3: Preferential Point System

The preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

- 80 points for price
- 20 points for B-BBEE status (service provider to submit the certified copy of a valid B-BBEE level rating certificate or signed Sworn Affidavit as per Department of Trade and Industry template)

### OCCUPATIONAL HEALTH AND SAFETY

The successful tenderer will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended. Further information in this regard may be obtained from the QSE section.

### COST PRICE ADJUSTMENT CLAUSES

In instances where variable/qualified prices are part of the cost factors submitted by the tenderer the following will be applicable:

- Request for price adjustments must be submitted within 30 days after the price indices are available with reference to the date of the original invoice applicable to the City of Tshwane for payment.

- All price adjustments applicable to a specific financial year of the City of Tshwane must be submitted to the City of Tshwane for that specific financial year within 5 days after the closure of the specific financial year to ensure correct statement of creditor as well as inventory values as on 30 June of each financial year. (CoT financial year cycles ranges from 1 July to 30 June the following year)
- The price adjustment will be based on CPI as published by STATS SA and the price will be updated on an annual basis every 12 months after the closure of the tender.
- Price adjustments received more than 6 months after price indices were available for that specific financial year will not be considered for payment except when negligence can be shown on the side of the CoT.

## TERMINATION OF CONTRACT

Notwithstanding anything contained in this agreement, the Municipality reserves the right to terminate this contract by giving three (3) month's written notice to this effect

## CONFLICT OF INTEREST

The appointed service provider will not be allowed to tender for any projects identified in the Master Plan for implementation. This is to eliminate possible conflict of interest.

## LIST OF ACRONYMS

CoT:	City of Tshwane
GIS:	Geographic Information System
PCS:	Project Control System
SAP:	Systems, Applications & Products
IMQS:	Infrastructure Management Query Station
WSDP:	Water Service Development Plan
AADD:	Annual Average Daily Demand
DMA:	Demand Management Area
PFMA:	Public Financial Management Act
MFMA	Municipal Financial Management Act
NIEP:	National Integrated Energy Plan
EGL:	Energy Grade Line
SALGA:	South African Local Government Association
DPLG:	Department of Provincial and Local Government
GIAMA:	Government Immovable Asset Management Act
AADD:	Annual Average Daily Demand
ADDWF:	Average Day Dry Weather Flow (sewerage)
AR:	Asset Register
BH:	Borehole
BPT:	Break Pressure Tank
BWL:	Bottom water level
CoF:	Consequence of failure
EGL:	Energy grade line
FDA:	Future development area
HL:	High Level (as in Heights HL reservoir)
IDP:	Integrated Development Plan
ILI:	International Leakage Indicator
LL:	Low Level (as in Heights LL reservoir)
LoF:	Likelihood of failure

O&M:	Operations & Maintenance
M&M:	Maintenance & Management
MIS:	Management information system
MNF:	Minimum night flows
MP:	Master Plan
NGI:	National Geo-spatial Information
NRW:	Non-revenue water
Opex:	operational expenditure
PAP:	Pipe assessment prioritisation
PDDWF:	Peak Day Dry Weather Flow (sewerage)
PRP:	Pipe replacement prioritisation
PRV:	Pressure Reducing Valve
PS:	Pumping Station
PSV:	Pressure Sustaining Valve
RDP:	Reconstruction and Development Plan
SCADA:	Supervisory Control and Data Acquisition (telemetry)
SDA:	Sewer drainage area
SDF:	Spatial Development Framework
SG:	Surveyor General
TWD:	Total Annual Water Demand
TWL:	Top water level
UARL:	Unavoidable real losses
UAW:	Unaccounted-for-water
UWD:	Unit water demand
WDZ:	Water distribution zone
WLM:	Water Loss Management
WSP:	Water Services Provider
WTP:	Water Treatment Plant (potable)
WUL:	Water Use License (as issued by DWA)
WWTW:	Waste water treatment works

d – day

ha – hectare

kl/d – kilolitres/day

km – kilometre

l/s – litres per second

m – meter

/m –per month

p.m. – per month

s – second

w/o - without

y – year

#### SI Units

MI: Mega litre

km: kilometre

kWh: kilowatt-hour

MI/d: Megalitres/day

Mm<sup>3</sup>/a: Million cubic metres per annum

#### Asset Management Legislation and Standards for Compliance

- PFMA/MFMA
- GRAP 17
- DPLG - SALGA Guidelines

- National Treasury Guidelines
- Regulator reporting requirements
- GIAMA
- NRS 093-1: 2009
- British PAS 55 standard
- ANZAC Infrastructure Maintenance Manual
- Engineering Profession Act, 2000, (Act No.46 of 2000)

## PRICING SCHEDULE

This is a rates only tender and therefore the rates will be approved. The Quantities/totals given are stated purely for evaluation purpose.

### 1 Update of Water and Sanitation Master Planning and related data

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE (R)	TOTAL (R)
	1	UPDATING OF WATER AND SANITATION MASTERPLAN				
3.1.8.1	1.1	Updating of as-build and construction information.	Monthly	36		
3.1.8.2	1.2	Updating of all billing data and calculation of water loss figures	No	36		
3.1.8.3	1.3	Updating of Master planning of water network	No	12		
3.1.8.4	1.4	Updating of Master planning for Sanitation network	No	12		
3.1.8.5	1.5	Analysing pipe replacement for water infrastructure	No	3		
3.1.8.6	1.6	Analysing pipe replacement for Sanitation infrastructure	No	3		
3.1.8.7	1.7	Compiling of water service development report	No	1		
3.1.8.8	1.8	Annual update of water service development reporting to DWA	No	2		
3.1.8.9	1.9	Update of asset register view	No	3		
Total to be carried forward to Summary page (excl. VAT)						

### 2. Ad-hoc studies

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE (R)	TOTAL (R)
	2	AD HOC STUDIES				
6.2	2.1	Provisional sum	R	1	1 000 000.00	1 000 000.00
Total to be carried forward to Summary page (excl. VAT)						1 000 000.00



### 3 Training

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE (R)	TOTAL (R)
7.3.1	3	USER TRAINING				
	3.1	Mentorship	Per person/ Pa	10		
7.3.2	3.2	Training of users	per trainer/ hr	100		
Total to be carried forward to Summary page (excl. VAT)						

#### SUMMARY PAGE

Item	Description	Amount (R)
1	Update of Water and Sanitation master Planning and related data	
2	Ad-hoc studies	R 1 000 000.00
3	Training	
Provision for Escalation		R 1 500 000.00
Sub-Total (Excluding VAT)		
15% VAT		
Total (Including VAT)		

#### ANNEXURE A

(Annexure A to be completed for each key staff required for the Support Services for Water and Sanitation)

#### EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF

- Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:
- General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- The training and experience of the key staff member / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- The key staff members' / experts' experience and knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member of not more than 3 pages should be attached to this schedule. The CV should be structured, as per the template provided, under the following headings:

1. Personal particulars: Name, date and place of birth, place (s) of tertiary education and dates associated therewith and professional awards
2. Qualifications (SAQA approved degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of post graduate / diploma experience (dates, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work. Only resources that meet the following minimum criteria will be accepted. Proposed team members that do not meet with these requirements as stipulated in item 3 will be automatically disqualified.

**CURRICULUM VITAE TEMPLATE (Page 1 of 3)**

Proposed role in the project	
------------------------------	--

1. Surname	
2. First Name	
3. Date and Place of Birth	
4. Nationality	
5. Membership of Professional Bodies and Professional Registrations	

**6. Education:**

Institution (Date from – Date to)	Degree(s) or Diploma(s) obtained

**7. Post Graduate / Diploma Experience**

Company/ Organisation	(Date from – Date to)	Years of Employment	Position

**8. Key Experience Relevant to Project**


**9. Knowledge of issues pertinent to project (e.g. local conditions, affected communities, legislation and techniques)**


**10. Other Relevant Information (e.g. Relevant papers, publications and software developments)**


CURRICULUM VITAE TEMPLATE (Page 2 of 3)

11. Project Specific Training and Experience which is directly linked to the scope of work

Project Name and Locality	
Project Dates	
Project Position (e.g Project Manager, Engineer etc.)	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:
Project Name and Locality	
Project Dates	
Project Position (e.g Project Manager, Engineer etc.)	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:
Project Name and Locality	
Project Dates	
Project Position (e.g Project Manager, Engineer etc.)	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

CURRICULUM VITAE TEMPLATE (Page 3 of 3)

Project Name and Locality	
Project Dates	
Project Position (e.g Project Manager, Engineer etc.)	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

I, ....., hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team and make myself available for this project

Signature: .....

Date: .....

**Note: Attach certified copies of qualification/drivers licence where applicable**  
(certification not older than 3 months before closing date of tender)

MBD1

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY</b>					
BID NUMBER:	WS 01 2022/23	CLOSING DATE:	8 August 2022	CLOSING TIME:	10:00
DESCRIPTION	<b>TENDER FOR THE UPDATING OF THE WATER AND SANITATION INFRASTRUCTURE MASTER PLAN FOR THE CITY OF TSHWANE AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD</b>				
<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)

<b>City of Tshwane Metropolitan Municipality</b>					
<b>Supply Chain Management Tshwane House</b>					
<b>320 Madiba Street</b>					
<b>Pretoria CBD</b>					
<b>0002</b>					
<b>SUPPLIER INFORMATION</b>					
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:	
B-BBEE STATUS LEVEL	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL	<input type="checkbox"/> Yes	

VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> No	SWORN AFFIDAVIT	<input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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	Supply Chain Management	CONTACT PERSON	Retha Rall
CONTACT PERSON	Lukkie N Thobejane-Selowe	TELEPHONE NUMBER	012 358 7686
TELEPHONE NUMBER	012 358 6282	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	<a href="mailto:RethaR@tshwane.gov.za">RethaR@tshwane.gov.za</a>
EMAIL ADDRESS	<a href="mailto:lukkiet3@tshwane.gov.za">lukkiet3@tshwane.gov.za</a>		

**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, 2017, 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)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
<p><b>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.</b></p>	

**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: .....

**PRICING SCHEDULE: FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number .....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\* Delete if not applicable

**PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder .....	Bid number .....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm
- \*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- \* Delete if not applicable

**PRICE ADJUSTMENTS**

**A. NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE
--	-------------------------



**B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 <sup>st</sup> Adjustment	After 12 calendar months
2 <sup>nd</sup> Adjustment	After 24 calendar months

**NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>) .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars: .....
  - .....

<sup>1</sup> 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars. ....  
.....

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

3.10.1 If yes, furnish particulars. ....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars. ....  
.....

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

3.12.1 If yes, furnish particulars. ....  
.....

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

3.13.1 If yes, furnish particulars. ....  
.....

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

3.14.1 If yes, furnish particulars: ....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**



**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 **\*YES / NO**  
for auditing?

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 **\*YES / NO**  
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?

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

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state **\*YES / NO**  
during the past five years, including particulars of any material

non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....  
.....

4.1 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 2017

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into

account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

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

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1. If yes, indicate:

i) What percentage of the contract will be subcontracted .....%

- ii) The name of the sub-contractor .....
- iii) The B-BBEE status level of the sub-contractor .....
- iv) Whether the sub-contractor is an EME.

*(Tick applicable box)*

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

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

9.1 Name of company/firm: .....

9.2 VAT number: .....

9.3 Company registration number: .....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE	.....
ADDRESS:	.....
	.....
	.....

**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 **WS 01 2022/23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM: PURCHASE OF GOODS OR WORK**

**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	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: **WS 01 2022/23**

**TENDER FOR THE UPDATING OF THE WATER AND SANITATION INFRASTRUCTURE MASTER PLAN FOR THE CITY OF TSHWANE AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD**

(Bid Number and Description)

in response to the invitation for the bid made by:

**CITY OF TSHWANE MUNICIPALITY**

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.

<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.



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT

July 2010

### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**1. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.  
Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services, services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
<b>26. Termination for insolvency</b>	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
<b>27. Settlement of Disputes</b>	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## 1 SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereafter referred to as the "City")

Herein Represented by:

In his capacity as: City Manager

(Duly authorised hereto)

AND

Service provider

## 2 SERVICE LEVEL AGREEMENT

entered into between

### THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by \_\_\_\_\_ in his/her capacity as the Acting City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012 and who by his signature hereto warrants that he is properly authorised to sign this Agreement.

(Herein referred to as the "CITY")

AND

Herein represented by in his/her capacity as Senior Executive duly authorised thereto under and by virtue of a resolution of the Board passed on \_\_\_\_\_, a copy of which is annexed as Annexure "B", and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement

(Herein referred to as the "SERVICE PROVIDER")

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ANNEXURE "A" appointment letter

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ANNEXURE "C" SCOPE OF WORKS

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RECORDAL:

WHEREAS the City has appointed the Service Provider for the Updating of the water and Sanitation infrastructure masterplan for the city of Tshwane as and when required for a period of 3 (three) years;

AND WHEREAS the City wishes to appoint \_\_\_\_\_ as a Service Provider;

AND WHEREAS the service provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which \_\_\_\_\_ shall provide the Services in the Service Areas and/or Delivery Area and provide maintenance and support thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

## DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

“Agreement” means this Service Level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

“Business Day” means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;

“Business Week” means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

“City” means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;

“Contact Persons” means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 27 below and who can be substituted in writing from time to time;

“Contract Price” shall mean the amount reflected as the contract price in clause 9 below;

“Contract Period” means the contract period as reflected in the Appointment Letter marked as Annexure“A”;

“Effective Date” means \_\_\_\_\_ for a period of 3 (three) year;

“Intellectual Property” means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

“Month” means a calendar month;

“Parties” means City and Service Provider and “Party” means either of them as the context requires;

“Services” means services to be provided by the Service Provider to the City as detailed in clause 8 below;

“Service Provider” means\_\_\_\_\_;

“Signature Date” means the date of signature of this Agreement by the Party signing last;

“Subcontract” means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;

“Subcontractor” means the third party with whom the Service Provider enters into a Subcontract;

“Tax Invoice” means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

“VAT” means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

## INTERPRETATION

Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

Unless the context clearly indicates a contrary intention, any word connoting:

any singular shall be deemed to include a reference to the plural and vice versa;

any one gender shall be deemed to include a reference to the other two genders; and

a natural person shall be deemed to include a reference to a legal or juristic person.

The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.

Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

## APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment, to provide the Services in terms of the Appointment Letter and the Scope of works attached herewith and marked as Annexure “A” and “B” respectively, and in accordance with the terms and subject to the conditions of this Agreement.

## PURPOSE OF THE AGREEMENT

The Purpose of this Agreement is to:

formalise and regulate the working relationship between the Parties;

set out the roles and responsibilities of the Parties; and

define process and procedures to be followed by the Parties.

## RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Furthermore the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

## DURATION

This Agreement shall commence on the Effective Date and shall subsist for a period of 3 (three) year, unless terminated earlier pursuant to clause 24 below.

## CONTACT PERSON

The work to be performed by the Service Provider hereunder will be supervised by the City’s Contact Person.

The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

## SCOPE OF GENERAL SERVICES

The Service Provider shall, for the duration of this Agreement, provide the Services set out below, including but not limited to:

To create up to date monthly water loss reports for analysis of each defined water zone (DMA) (Including regional) within the City of Tshwane by updating of all Swift data from the treasury system (SAP) and all bulk meter information:

Updating of all Swift data from the treasury systems and all bulk meter information;

Display the service comparison of all financial services information on a quarterly basis.

To maintain up to date data models of the water and sanitation system on a quarterly basis:

Evaluation of the existing water and sanitation models;

The updating of the future systems by removing the completed new infrastructure model for water and sanitation and adjusting the planned model with this new information and the update of the intergraded planning between models;

Link models, Swift and the GIS;

Updating of master plan models with the newest spatial development framework (including regional);

Updating of the Wadiso and Sewsan models and posting the results to IMQS;

To create up to date plan books for maintenance purposes.

To update the following layers on a monthly basis:

Updating of all As-Build drawing information onto the As-build layer;

Updating of all construction drawings onto the construction layer of IMQS.

To ensure that IMQS is updated with the latest information and to assist the City with management of all the IMQS system installations to ensure proper functioning of all installations operating within the City of Tshwane.

Annual linking of infrastructure models with the financial asset register on SAP and posting of this information to the IMQS asset module.

To provide the platform for all IMQS users to have access to the water and sanitation infrastructure data.

Monthly Township tracking update.

Assisting with the identification and compilation of the new capital budget by identifying masterplan projects with priorities for implementation.

Assistance with the identification and planning and application of water loss management initiatives.

Suggest integrated procedures to optimise operation of the water and sewer systems.

Provide operation and maintenance information.

Supply and keeping up to date of all metadata documentation for all modules used by the city, and.

Execute ad-hoc system queries/tasks (on agreed quotation basis for larger queries not directly related to the normal support services activities) or any other activities in line with the original scope of works as agreed upon by the contract management team within the budget limitation of the appointment.

## PRICE AND PAYMENT

The City shall pay to the Service Provider as per the tendered rates for each action performed, plus and annual escalation equal to the Consumer Price Index (CPI), calculated from the base month (one month before close of Tender), up to the start of the relevant financial year. The City's financial year runs from 1 July to 30 June.

Monthly payments will be made for services rendered according to the tariffs per the Letter of Appointment, dated \_\_\_\_\_ (Annexure A) and per Letter of Acceptance from the Service Provider, dated \_\_\_\_\_.

Escalation of tariffs will be calculated annually on 1 July and remains fixed for the remainder of the City's financial year. The tariffs will escalation equal to the Consumer Price Index (CPI), calculated from the base month (one month before close of Tender), up to the start of the relevant financial year. Request for price adjustments must be submitted within 30 days after the price indices are available with reference to the date of the original invoice applicable to the City of Tshwane for payment. Price adjustments received more than 6 months after price indices were available for that specific financial year will not be considered for payment except when negligence can be shown on the side of the CoT. All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.

The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.

All Tax Invoices shall be addressed to the City's Contact Person.

All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

## SERVICE LEVELS

The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, *inter alia*:

capacity allocations in accordance with the Service to be provided;

all work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the Service Provider to the City, and shall allocate employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 8 above.

#### WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from The City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 24 below.

#### PENALTY

Should the Service Provider fail to comply with its obligations in terms of this Agreement, the City may:

exercise its rights in terms of clause 24 below; alternatively

impose a penalty on the Service Provider.

An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

Should the City elect to impose a penalty on the Service Provider, the City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice,

impose a penalty, which penalty shall be a deduction as set out in the scope or works as advertised.

Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 25 below.

## ACCESS

The City shall allow the Service Provider reasonable access to its premises, provided that:

access is related to the Services to be provided by the Service Provider; and

the Service Provider adheres to all rules, regulations and instructions applicable at City's premises.

The Service Provider is required to notify City monthly of employees who are to provide Services at the Service Areas and/or Delivery Areas.

The City shall grant the Service Provider and/or its employees, referred in clause 13.2 above, access to its premises to perform its obligations in terms of this Agreement.

The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the City comply with all rules, laws, regulations and policies of the City.

## SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

### Service Warranties

The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;

it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;

it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;

all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;

it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

the use or possession by The City of any Materials will not subject The City to any claim for infringement of any Intellectual Property Rights of any third party;

with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services and/or delivering Goods and/or similar to the Services and/or Goods;

which Services will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;

using and adopting any standards, processes and procedures required under this Agreement;

warranting that it shall employ suitably qualified and trained employees to provide the Services to the City and it shall allocate employees in accordance with the technical skill and knowledge required;

free from any defects in material and workmanship;

maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services;

ensuring that all applicable laws are observed;

#### Indemnity

The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

## SERVICE PROVIDER'S PERSONNEL

### Liability for Criminal Acts of Employees

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider.

### Character of Employees

Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

## STATUTORY AND EMPLOYMENT ISSUES

The Service Provider shall comply with all employment legislation

The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

### No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs

in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

## SUB-CONTRACTING

The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party without the prior consent of the City.

In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to the City in writing for consent to do so.

In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.

The City may, in its sole and absolute discretion refuse consent to Subcontract. In the event the City approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:

the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive and they have the capacity to provide the Service;

such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such Subcontracting;

the Service Provider shall at all times remain the sole point of contact for the City in respect of the acquisition of Services by the City; and

no such Subcontracting shall have any effect on the Contract Price and charges payable by the City to the Service Provider in terms of this Agreement.

## CONFIDENTIALITY

The Service Provider acknowledges that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; ("Confidential Information"), shall remain confidential and shall not be made known unless the City has given written consent to do so.

The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

The information was received from a third Party not in breach of an obligation of confidentiality.

## INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.

All rights in the City name and logo remain the absolute property of the City.

The copyright in any document, software/functionality source code and the patent rights or ownership in any plant, machinery things, system or process designed, produced or devised by a tenderer in the course of the service will be vested with the City of Tshwane Metropolitan Municipality. Thus, software/functionality source code and data is a property and resides with the City of Tshwane. Any system enhancement and/or development will be the intellectual property of the City.

The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.

The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

Should any claim be made against the City by any third party in terms of clause 19.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or

alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

withdraw the subject of infringement.

#### FORCE MAJEURE

For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure (“the Affected Party”) then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period (“Agreed Period”).

In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

#### CESSION

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

#### CHANGE OF CONTROL / CIRCUMSTANCE

The Service Provider shall notify the City, in writing, of any change in the Service Provider’s shareholding or membership or any change in the Service Provider’s subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

The Parties agree that should there be a change as envisaged in clause 22.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider’s rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City’s satisfaction and approval in writing of such new entity.

The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month’s prior notice.

## BREACH

Subject to clause 22.3 above, should either Party commit a breach of any term of this Agreement (“the Defaulting Party”) then the affected party (“Aggrieved Party”) shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or

request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

impose penalties as provided for in clause 13 above.

## EARLY TERMINATION

The City shall have the right to terminate this Agreement by giving 30 (thirty) days’ notice in writing to the Service Provider of its intention to terminate the Agreement.

## DISPUTES

Save for clause 22 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

the interpretation of the Agreement;

the performance of any of the terms of the Agreement;

any of the parties' rights and obligations;

any procedure to be followed;

the termination or cancellation or breach of this Agreement; or

the rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute

resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 24 above shall apply.

If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

at any place which the Parties agree, in writing, to be mutually convenient.

in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

If the arbitration is:

a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing;

any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.

Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within seven (7) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.

The arbitrator may:

investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;

interview and question under oath the parties or any of their representatives;

decide the dispute according to what he considers just and equitable in the circumstances; and

make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within thirty (30) days after it has been so requested.

The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

The arbitrator's award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

Notwithstanding the provisions of clauses 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 26.7, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

The provisions of this clause 25 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

## LAWS AND JURISDICTION

This Agreement shall be governed by and interpreted according to the Law of the Republic.

Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

## NOTICES AND COMMUNICATIONS

The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the "*domicilium*") and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

THE CITY:

Office of the City Manager

Tshwane House

2nd Floor, Block D

320 Madiba Street

Pretoria, 0001

P O Box 440

Pretoria, 0001

Fax: 086 214 9544

Attention: Retha Rall

Tel no 012 358 7686

Email; RethaR@tshwane.gov.za

THE SERVICE PROVIDER:

Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

Any notice given and any payment made by any Party to another Party (hereinafter referred to as "the addressee") which:

is delivered by hand during normal business hours of the addressee at the addressee's *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

is posted by prepaid registered post to the addressee at the addressee's *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7<sup>th</sup> (seventh) day after the date of posting.

is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimile.

Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

## GENERAL AND MISCELLANEOUS

### Sole Record of Agreement

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

### No Amendment Except In Writing

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

### Waivers

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

### Survival of Obligations

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

## Approvals and Consents

An approval or consent given by a party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

## EXECUTION

This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

THE CITY OF TSHWANE

METROPOLITAN MUNICIPALITY

Duly represented by:

In his/her capacity as: The City Manager

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

Duly represented by:

In his/her capacity as: