



VICTOR KHANYE LOCAL MUNICIPALITY

APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM TO DEVELOP A WATER SERVICES MASTER PLAN (WSMP) AND A WATER SERVICES DEVELOPMENT PLAN (WSDP) FOR VICTOR KHANYE LOCAL MUNICIPALITY

CONTRACT NO.: T/TECH/02/07/2022/2023

<p>Issued by: Victor Khanye Local Municipality</p> <p>Technical Service Department P. O Box 6 Delmas</p> <p>Contact person: Dira Modimogale/ Jabu Buthelezi</p> <p>Telephone: 013 665 5754 Fax: 013 665 4804</p>	<p>Bidder Name: _____ (Full Name)</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>Contacts: _____</p>
<p>CSD M NUMBER:</p>	

BIDDER'S QUESTIONNAIRE				
Ref no	Question	VKLM's Requirement	Bidder's Response	Please Indicate: Page N0
1	Have you initialled all the pages of the tender document?	YES	* YES / NO	
2	Have you completed and signed the Returnable Schedules?	YES	* YES / NO	
3	Have you completed / signed and submitted all relevant information as requested by the Evaluation Schedules (as and when required)?	YES	* YES / NO	
4	Have you submitted an original, valid Tax Clearance certificate?	YES	* YES / NO	
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	* YES / NO	
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements (as and when required)?	YES	* YES / NO	
7	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an original, valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	YES	* YES / NO	
8	Have you completed and signed the following form: - MBD 7.1 Form – Contract form for purchase of goods / works? - MBD 7.2 Form - Contract Form for rendering of Services? (as and when required)	YES	* YES / NO	
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	* YES / NO	
10	Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and /or Scope of Works?	YES	* YES / NO	
11	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	YES	* YES / NO	
12	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	YES	* YES / NO	
13	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	YES	* YES / NO	

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Consultant

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Employer

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PLEASE TAKE NOTE OF THE FOLLOWING:

1. The Council's document must be kept as supplied and submitted with all Schedules/forms fully completed.
2. Any other documents, certificates etc. must be attached as annexure to the official Council document.
3. Where the Council's official document is taken apart and not submitted as supplied, the bid will be rejected.
4. Schedules/forms not duly completed will result in a tender not being considered.
5. All Forms in the bid document are to be completed by tenderer.
6. All Forms of Special Conditions in specifications should be included.
7. All bid document must include the following documents:
 - a. Tender documents.
 - b. Valid Tax clearance certificates.
 - c. Recent Water and Services Municipal Account of the Company not be more than Three Months old.
 - d. If the company is leasing the premises, the water or electricity account that is payable to the municipality. (If the company does not pay water & electricity account the contractual agreement between the company and the lessor)
 - e. B-BBEE certification
8. Late bids shall not be admitted for consideration.
9. Failure of the bidder to submit a bid document signed in ink or to complete all forms will invalidate the bid
10. In the case of a joint venture, each partner, must be submitted with the bid document:
 - a. Valid Tax clearance certificates
 - b. Recent Water and Services Municipal Account of the Company not be more than Three Months old
 - c. BBBEE certificate/ original certified affidavit
 - d. Any other documents as may be required from the quotation
 - e. Joint Venture Agreement

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- C4 Site Information

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Part T1: Tendering procedures

VICTOR KHANYE LOCAL MUNICIPALITY



APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM TO DEVELOP A WATER SERVICES MASTER PLAN (WSMP) AND A WATER SERVICES DEVELOPMENT PLAN (WSDP) FOR VICTOR KHANYE LOCAL MUNICIPALITY CONTRACT NO.: T/TECH/02/07/2022/2023

Victor Khanye Local Municipality invites suitable service providers to submit proposal on the goods and/ or services listed hereunder

DEPARTMENT	BID NUMBER:	DESCRIPTION OF GOODS/SERVICES	BID DOCUMENT AVAILABLE FROM	NON-COMPULSORY PROJECT BRIFING	EVALUATION CRITERIA	COMPULSARY REQUIREMENT	TIME: CLOSING DATE	ENQUIRIES:
Technical Services	T/TECH/02/07/2022/2023	Appointment of Professional Consulting Engineering Firm to develop a Water Services Master Plan (WSMP) and a Water Services Development Plan (WSDP)	02 August 2022	N/A	Functionality 80/20 80=Price 20= B-BBEE Status level	N/A	08 September 2022	Mr D Modimogale / Mr J Buthelezi

Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2017 and Supply Chain Management Policy of Victor Khanye Local Municipality will apply in the adjudication process.

Thereafter by using a system that awards points on the basis of 80 points for proposal price and 20 points for status level B-BBEE. Original or certified copy of B-BBEE Certificate must be submitted.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria, a bidder who scores less than 70 out of 100 for functionality will be regarded as submitted a non-responsive bid and will be disqualified.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and **zero** points out of 20 for B-BBEE

Price should be VAT Inclusive. A valid original Tax Clearance Certificate, certified identification copy or company registration certificate and current municipal account (not older than 90 days) / lease agreement must be attached. Failure to attach the requested documents or incomplete proposal document will result in a bid being non-responsive


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Proposal duly endorsed “**BID NUMBER AND DESCRIPTION**” must be placed in the tender box situated at the foyer, on or before **08 SEPTEMBER 2022 at 10:00 am** at the Municipal Offices, Samuel Road, Delmas or could be posted to the under mentioned address to be received before the closing date and more information can be obtained from the contact person as specified above.

Collection of bid documents: Tender documents are obtained on payment of a non-refundable fee as specified and can be collected from the SCM Unit, Room 33 Municipal Offices, Delmas, 013 665 6042 between 07:30-16:30 Monday to Thursday and 7:30-13:30 Friday **excluding weekend and public holidays**

Please note that no bid document will be issued to courier companies without a letter, on an official letterhead, confirming full details of the specific bid document/s to be collected.

Proposals received after closing date and time, faxed, completed with pencil, tipex, incomplete document or e-mailed will not be considered.

The Council reserves the right to accept any proposal or part thereof and does not bind itself to accept the lowest or any proposal and not to consider any proposals not suitably endorsed or comprehensively completed. Proposals completed in pencil will be regarded as invalid proposal. Proposal should be valid for a period of not less than ninety (90) days. Appraisal of submissions will be done according to the Council's Procurement Policy. **Council reserve the right not to appoint.**

If you do not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

Mr TM MASHABELA
MUNICIPAL MANAGER
MUNICIPAL OFFICES
PO Box 6
DELMAS 2210

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VICTOR KHANYE LOCAL MUNICIPALITY



APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM TO DEVELOP A WATER SERVICES MASTER PLAN (WSMP) AND A WATER SERVICES DEVELOPMENT PLAN (WSDP) FOR VICTOR KHANYE LOCAL MUNICIPALITY

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (Available on www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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

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

The additional conditions of tender are:

Clause No.	Tender Data
F.1.1	The employer is Victor Khanye Local Municipality represented by the Municipal Manager . Contact person: Mr TM Mashabela Telephone.: 013 665 6000 E-mail: secmm@vklm.gov.za

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F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>Part T1: Tendering Procedure</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 Scope of work</p> <p>Part C4 : Site information</p> <p>C4 Site information</p>						
	<p>It should be noted that the employer has no agent acting on his behalf for the purpose of this tender. The employer's representative, for the purpose of any communication between the employer and tenderer is:</p> <table border="0"> <tr> <td>Procurement enquiries</td><td>Technical Enquiries</td></tr> <tr> <td>Mr D Mahlangu</td><td>Mr D Modimogale/Mr J Buthelezi</td></tr> <tr> <td>013 665 6000</td><td>013 665 6000</td></tr> </table> <p>Attention is drawn to the fact that verbal information given by the employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issues formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p> <p>Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, VICTOR KHANYE LOCAL MUNICIPALITY shall not be liable nor assume liable for failure to respond to any questions or queries raised by the bidder. In the event that no correspondence or communication is received from VICTOR KHANYE LOCAL MUNICIPALITY within ninety (90) days after the stipulated closing date time of the tender, the tender proposal will be deemed to be unsuccessful.</p>	Procurement enquiries	Technical Enquiries	Mr D Mahlangu	Mr D Modimogale/Mr J Buthelezi	013 665 6000	013 665 6000
Procurement enquiries	Technical Enquiries						
Mr D Mahlangu	Mr D Modimogale/Mr J Buthelezi						
013 665 6000	013 665 6000						
F.2.1	<p>The following tenderers are eligible to submit tenders:</p> <p>Only those tenders who satisfy the following criteria are eligible to submit tenders:</p>						
F.2.1.1	<p>Registration as Service Provider</p> <p>Successful tenders will be registered in the municipal database.</p>						

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F.2.1.2	<p>Key personnel</p> <p>In order to be considered for appointment in terms of this tender, the tender must have in its employment at the close of tenders:</p> <ul style="list-style-type: none"> • A registered professional engineer or technologist with at least ten (10) years verifiable post graduate relevant experience, who will be the project director and responsible for all work carried out in terms of this tender; and • A second qualified engineer or technologist or technician with at least five (5) years verifiable experience post graduate relevant experience in WC/WDM and Hydraulic Modelling , who will be the project leader. <p>The project director and the project leader must currently be registered as professionals with the engineering Council of South Africa. The registration numbers of these individual must be indicated on Schedule 4, Part T2.2: Returnable Schedule. The curriculum Vitae of all key personnel must be submitted with the tender submission appended to Schedule 4.</p>
F.2.3	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.9	The employer shall not award a contract to any tenderer that does not hold valid professional indemnity insurance policy cover in an amount of not less than R10 000 000 in respect of each and every claim owing, for the duration of the contract. Proof of insurance must be submitted with the tender, appended to Schedule 10, Part T2.2: Returnable Schedule .
F.2.13.2	Return all returnable documents to the employer after completing them in their entirety.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.
F.2.13.4	A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.
F.2.13.5 F2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Physical address: Victor Khanye Local Municipality, 06 Samuel Road, Delmas 2210.</p> <p>Identification details: Name of tender, Bid number, description, Name and address of tenderer</p> <p>Postal address: PO Box 6, Delmas, 2210</p> <p>Sealed tenders with identification details on the envelop must be placed in the appropriate official tender box at the above mentioned address.</p>
F.2.13.6	A two-envelope procedure will not be followed

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F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.								
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.								
F.2.16	The tender offer validity period is 90 days .								
F.2.17	A tender may be rejected as no-unresponsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request								
F.2.23	<p>The tenderer is required to submit with his tender a copy of an original valid Tax Clearance Certificate issued by the South African Revenue Services.</p> <p>The tenderer shall also submit a certified copy of a B-BBEE verification certificate from an accredited ratings agency.</p>								
F.3.4	Tenders will be opened immediately after the closing time for tenders at the VICTOR KHANYE LOCAL MUNICIPALITY offices located at 06 Samuel Road, Delmas at 10:00.								
F.3.7.1	A tender that does not comply with the requirements in the tender documents and the instructions in the official tender advertisement will be rejected as being invalid.								
F.3.11	<p>The evaluation procedure consists of three phases:</p> <ul style="list-style-type: none">• Phase 1: Tenders will be evaluated for responsiveness to the tender requirements, Tenderers who do not comply will be considered to be non-responsive and disqualified;• Phase 2: Tenderers will be evaluated for functionality, Tenderers who did not meet the minimum requirements will be considered to be non-responsive and eliminated; and• Phase 3: Tenderers will be evaluated based on financial proposals and preference. The tenderer with the highest points scored will be appointed. <p>The value of this bid is estimated to NOT exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>Preference Points System for this bid shall be awarded for</p> <ol style="list-style-type: none">1. Price and Functionality; and2. B-BBEE Status Level <p>The maximum points for this bid are allocated as follows:</p> <table><tr><th>DESCRIPTION</th><th>POINTS</th></tr><tr><td>PRICE AND FUNCTIONALITY</td><td>80</td></tr><tr><td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr><tr><td>Total points for price and B-BBEE must not exceed</td><td>100</td></tr></table> <p>The tenderer's notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of VICTOR KHANYE LOCAL MUNICIPALITY.</p>	DESCRIPTION	POINTS	PRICE AND FUNCTIONALITY	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for price and B-BBEE must not exceed	100
DESCRIPTION	POINTS								
PRICE AND FUNCTIONALITY	80								
B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for price and B-BBEE must not exceed	100								
F.3.11	<table><tr><td></td><td>DESCRIPTION</td><td>POI</td></tr><tr><td></td><td>Specific experience of the service provider related to the project (attach at least similar three (3) appointment letters and reference letterd</td><td></td></tr></table>		DESCRIPTION	POI		Specific experience of the service provider related to the project (attach at least similar three (3) appointment letters and reference letterd			
	DESCRIPTION	POI							
	Specific experience of the service provider related to the project (attach at least similar three (3) appointment letters and reference letterd								

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		Track record at least similar project	30 Points	20 Points	10 Points	0 Point	
			Attached three (3) copies of appointment letters and reference letters	Attached two (2) copies of appointment letters and reference letters	Attached one (1) copy of appointment letters and reference letters	No attachment Or Attached appointment letters only or reference letter Or Attachment does not meet minimum requirement (i.e. not similar project)	
		Qualification, experiences and knowledge of proposed team (attach CVs and certified qualification (not older than three months) of key personnel)					80
		Project Manager and Team Leader: Civil Engineering	10	5		3	
			Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 10 years' post registration experience in development of Water Services Master Plans and/ or Water Services Development Plans in the municipal	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years' post registration experience in development of Water Services Master Plans and/ or Water Services Development Plans in the municipal sphere in South Africa.		Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 3 years' post registration experience in development of Water Services	

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		sphere in South Africa.			
		10	5	3	
	Civil Engineer: Water Services Planning, Management and Operations	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 10 years' post registration experience in development of Water Services	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years' post registration experience in development of Water Services	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 3 years' post registration experience in development of Water Services	
		5	3	1	
	Development Planner (Municipal Infrastructure)	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have 6 or more years' post registration experience in development	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 3 to 5 years' post registration experience in development of Water Services	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Less than 3 years' post registration experience in development of Water Services	

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		of Water Services			
		5	3	1	
	Geo-Information Science (GISc) Expert	Bachelor's Degree in Information Science or in Land Surveying. Must be registered as a Professional Geoinformation Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors (PLATO) established in terms of Act 40 of 1984, and preferably be a member of the Geo-Information Society of South Africa (GISSA). Must have at least 6 or more years' post-registration experience in the planning and establishment	Bachelor's Degree in Information Science or in Land Surveying. Must be registered as a Professional Geoinformation Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors (PLATO) established in terms of Act 40 of 1984, and preferably be a member of the Geo-Information Society of South Africa (GISSA). Must have at least 3 to 5 years' post-registration experience in the planning and establishment of GIS systems for public or private sector entities in South Africa	Bachelor's Degree in Information Science or in Land Surveying. Must be registered as a Professional Geoinformation Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors (PLATO) established in terms of Act 40 of 1984, and preferably be a member of the Geo-Information Society of South Africa (GISSA). Less than 3 years' post-registration experience in the planning and establishment of GIS systems for public or private sector	

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		of GIS systems for public or private sector entities in South Africa		entities in South Africa	
	Company Infrastructure	Company Infrastructure and Resources - Proof of Ownership of Hydraulic Modelling Software (Licence and Version) eg Design Software. Proof can include license from the manufacturer s of the product if not developed by the bidding entity.	No hydraulic modelling software	0	
			Hydraulic Model with Steady State Analysis	4	
			Hydraulic Model with dynamic simulation capability	6	
			Hydraulic Models with simulation and Pressure Zone/Critical analysis and DMA	8	
			Hydraulic Model with all of the above with Pipe Renewal Planner	10	
	Skills Transfer	Proposed Approach to transfer skills/knowledge to municipal officials working in the same sector The skills and knowledge Transfer must respond to the proposed Scope of Work and outline the proposed approach/methodology		15	
	Quality Assurance Management	Tenderer's policies relating to Quality Assurance Management with regard to the effective provision of professional services required for the project planning, project preparation, project implementation and associated project support services for the delivery of infrastructure programmes and projects. Attach copy of company certificate of Quality Assurance in line with ISO 9001		15	
	Total Points			100	00
	A bidder who scores the minimum number of 70 points out of a maximum of 100 for functionality will qualify to be evaluated in term of the 80 /20 preference point system.				

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F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered and verified on VICTOR KHANYE LOCAL MUNICIPALITY Supplier Database with seven days after the tender closing time; c) the tenderer is registered in terms of Act 40 of 1984; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one (1) .

Tender

T1.1

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Annexure F: Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))

F.1 GENERAL

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timorously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

Tender

T1.2

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Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of

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work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

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F.1.6.3.2 Option 2

- F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER’S OBLIGATIONS

F.2.1 Eligibility

- F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meetings are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

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F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

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F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

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F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to

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prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation

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more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of tender offers

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

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F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed,
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

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F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- c) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preference

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- c) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

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F.3.11.6 Decimal places

Score financial offers and preferences, as relevant, to two decimal places.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and

F.3.14.1 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify all other tenderers that their offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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Part T2: Returnable Schedules

Tender

T2

VICTOR KHANYE LOCAL MUNICIPALITY



APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM TO DEVELOP A WATER SERVICES MASTER PLAN (WSMP) AND A WATER SERVICES DEVELOPMENT PLAN (WSDP) FOR VICTOR KHANYE LOCAL MUNICIPALITY CONTRACT NO.: T/TECH/02/07/2022/2023

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- Certificate of Authority
- Certificate of Authority for Joint Ventures (where applicable)
- Record of Addenda to Tender Documents
- Schedule of Proposed Sub-consultants
- Schedule of the Tenderer's Experience
- Schedule of Current Commitments
- Experience of Key Personnel
- Proposed Amendments and Qualifications
- MBD 1: Invitation to BID
- MBD 2: Tax Clearance Requirements
- MBD 3.1: Price Schedule – Firm Price (purchases)
- MBD 4: Declaration of Interest
- MBD 5: Declaration for Procurement above R10 Million (VAT included)
- MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011
- MBD 7.1: Contract Form – Purchase of Goods/Works
- MBD 7.2: Contract Form – Rendering of Services
- MBD 7.3: Contract Form – Sale of Goods/Works
- MBD 8: Declaration of Bidder's past supply chain management practise
- MBD 9: Certificate of Independent Bid Determination
- Section 38 Declaration Form
- ECSA Certificate
- Approach and Methodology

2. Other documents that will be incorporated into the contract

- Government procurement: General conditions of Contract
- Victor Khanye Local Municipality supply chain Management Policy

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Standard Professional Services Contract, CIDB, July 2009
- C1.1 Offer and acceptance
- C1.2 Contract Data
- C 2.2 Activity schedule

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF AUTHORITY

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

_____ (Name of Firm)

by virtue of _____ dated _____

WITNESSES:

1. _____
Name Signature

Firm

2. _____
Name Signature

Firm

PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.

Tender

T2.2

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms.,

authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender 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 _____

PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.
3. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out the Authority for signatory, Name of designated lead member of the joint venture, as required by tender condition F.2.13.4
4. Tenderers to attach a signed JV/consortium agreement or indicate a willingness to enter into a JV/consortium when appointed

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF PROPOSED SUB-CONSULTANTS

We notify you that it is our intention to employ the following Sub-consulting for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-consultants	Nature and extent of work	% Percentage of work	Previous experience of Sub-consultants.
1.				
2.				
3.				

Signed

Date

Name

Position

Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF THE TENDERER'S EXPERIENCE

A maximum of 10 points for functionality will be awarded for relevant experience and size of projects recorded in the Returnable Schedules as well as feedback received from the References listed.

The following is a statement of similar work successfully executed by myself/ourselves in the last 5 years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Year completed

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF CURRENT COMMITMENTS

The tenderer shall list below all contracts currently awarded. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

TABLE 1: CONTRACTS AWARDED				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Signed

Name

Date

Position

Enterprise name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXPERIENCE OF KEY PERSONNEL

A maximum of 70 points for functionality will be awarded for experience and qualifications of key personnel. The tenderer to attach certificates and CVs of all key personnel indicating qualifications and experience. The following is a statement of similar work successfully executed by key staff members in the last three years.

Position	Name (relevant years of experience)	Previous Projects and Position	Value of Work inclusive of VAT (Rand)	Client Name and Contact No.	Registration number

Signed

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

Contractor

Witness 1

Witness 2

Employer

Witness 1


Witness 2


APPROACH AND METHODOLOGY


The proposed methodology and approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to development facilitation, environment, health and safety. The approach paper should articulate what value-add the respondent will provide in achieving the stated objectives for the project. The paper should incorporate the following key aspects:


1. Technical approach and methodology should explain the tenderer's understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to address them. The paper should explain the methodologies, which are to be adopted, demonstrate the compatibility of these methodologies with the proposed approach and address any modifications required to complete the proposed scope of work.
2. Management method should be developed and approved during the project planning phase to confirm major deliverables/milestone and acceptance criteria. It should also be used to manage approved project processes and responsibilities.
3. Project audits, reviews and approval by client; which will identify the project audits, reviews and approval process of project phase by VKLM that will be performed and describe how the results of these audits and reviews will be factored into the project planning. Discuss the process of lessons-learned reviews and how those lessons can benefit the project.


SIGNED ON BEHALF OF THE TENDERER: _____



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Part C1: Agreements and contract data

Contract
Part C1: Agreements and contract data

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the **service provider / consultant** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

.....Rand (in words); R

.....(in figures)

THE OFFERED VARIATION TO THE GUIDELINE TARIFF OF FEES IS:

Plus / minus (delete the inapplicable alternative) percent (in words).

. % in figures

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service **provider / consultant** in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature

of witness Date

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service **provider / consultant** the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement) Part

C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the Employer

(Name and address of organization)

Name and signature

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of witness Date

Schedule of Deviations

1 Subject _____

Details

2 Subject _____

Details

3 Subject _____

Details

4 Subject _____

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 Contract Data

The General Condition of Contract and the **Standard Professional Services Contract (third edition, July, 2009)** published by the Construction Industry Development Board, are applicable to this contract.

Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the employer.

The pro-formas attached to the Standard Professional Services Contract (third edition, July, 2009) on page 17 to 23 shall not apply to this Contract and shall be replaced with the documentation bound into this tender document.

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this contract:

Part 1: Data provided by the Employer:

Clause	Tender Data
3.4 And 4.3.2	The Employer is the VICTOR KHANYE LOCAL MUNICIPALITY The authorised and designated representative of the Employer is the Municipal Manager . The address for receipt of communications is: Telephone.: 013 665 6000 Facsimile: 013 665 4804 Email: Postal address: P. O Box 6 Delmas, 2210 Physical address: Victor Khanye Local Municipality 6 Samuel Road, Delmas, 2210
1	The Project is CONTRACT NO.: T/TECH/02/08/2021/2022 APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM TO DEVELOP A WATER SERVICES MASTER PLAN (WSMP) AND A WATER SERVICES DEVELOPMENT PLAN (WSDP) FOR VICTOR KHANYE LOCAL MUNICIPALITY
3.5	The project is located within the jurisdiction of Victor Khanye Local Municipality
3.11 And 3.12	The service provide shall be completed within the duration as indicated in the bidding entities' programme submitted with this bid, with the following Key Milestones:

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data	
	KEY MILESTONES	PENALTY PER CALENDAR DAY
	Preliminary Design	1% of the total tendered sum
	Design and Bid documents	1% of the total tendered sum
	Construction tender closing date	1% of the total tendered sum
	Acceptable tender evaluation reported submitted to council	1% of the total tendered sum
	Construction Program	R 5000 per calendar day.
	<p>Notes: The penalty amount will not be limited.</p> <p>Penalty for misleading council with wrong information provided in the returnable schedule and information provided in this Bid.</p> <p>A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Bidding Entity as a result of the wrong information provided by the Bidding, multiply by 1.25 of the total tendered professional fees,</p> <p>Penalty = (Points wrongly claimed as %) X 1.25 X (Tendered professional fees)</p> <p>A programme shall be submitted with this Bid, the programme will be amended once the bid has been awarded with the start data the commencement of the project.</p>	
3.15.1	The programme shall be submitted within seven (7) Days of the award of the Contract.	
3.15.2	The Service Provider shall update the programme at intervals not exceeding three (3) weeks.	
5.1.1	The Service Provider is required to provide the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.	
5.4.1	<p>The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover.</p> <ol style="list-style-type: none"> 1. Professional Indemnity Insurance providing cover in an amount of not less than R 10 000 000 in respect of each and every claim during the period of insurance. 2. Public Liability Insurance with a limit of indemnity of not less than R 10 000 000 for any single claim, the number of claims to be unlimited during the contract period. 3. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993. <p>The Service Provider shall ensure that any subcontractors engaged in construction activities shall, in addition to the Public Liability and COID insurance as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.</p>	
5.5	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:</p> <ol style="list-style-type: none"> a) Appointing Subcontractors for the performance of any part of the Services; b) Appointing Key Persons not listed by name in the Contract Data; c) Occupying any public land/facility for any purpose that will cause disruption and or inconvenience to the users of such land/facility. d) Any other action that may be specified in the Contract Data. 	

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Experience of Key Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within fourteen (14) Days of date that the Contract becomes effective.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer
12.1	Interim settlement of disputes is to be by mediation
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institute of Civil Engineers.
12.3	Final settlement is by litigation
13.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R 10 000 000.

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Service Provider:

Clause number	Tender Data
1	The Service Provider is:
	Postal Address:
	Physical Address:
	Telephone:
	Facsimile:
5.3	The authorised and designated representative of the Service Provider is:
	Name:
	The address for receipt of communications is:
	Telephone:
	Facsimile:
	Address:

Signed

Date

Name

Position

Tenderer

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 Occupational Health and Safety

**AGREEMENT MADE AND ENTERED INTO BETWEEN VICTOR KHANYE LOCAL MUNICIPALITY (HEREINAFTER
CALLED THE EMPLOYER)
AND**

.....
Contractor/Mandatory/Company/CC Name

**IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No 85 OF 1993 AS
AMENDED.**

I....., representing

....., as an employer in its own right,
do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment,
machine or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA)
and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and
assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approval
licensed compensation insurer.

COID ACT Registration number:

OR Compensation Insurer:

Policy No.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and
the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as
the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhering to as far as
reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupation health and safety
agreement separately, and that such subcontractors comply with the conditions set.

I here declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to
comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at.....on the.....day of.....20.....

.....
Witness

.....
Contractor/Mandatory/Company/CC

Signed at.....on the.....day of.....20.....

.....
Witness

.....
For and on behalf of Victor Khanye
Local Municipality

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the contractor shall assume the responsibility in terms of the Section 16 (1) of Occupational Health and Safety Act (as amended). Should be Contractor any duty in terms of Section 16 (2), a copy of such assignment shall immediately to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's the premises shall performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contract shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees and sub-contractors, comply with them.
5. Discipline in the interest of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and or his employees and his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substances shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, copies of all documents mentioned in the agreement, must be presented to the Employer

Contract

C1.3

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM TO DEVELOP A WATER SERVICES MASTER PLAN (WSMP) AND A WATER SERVICES DEVELOPMENT PLAN (WSDP) FOR VICTOR KHANYE LOCAL MUNICIPALITY

CONTRACT NO.: T/TECH/02/07/2022/2023

C2.1 PRICING ASSUMPTION

GENERAL ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body
2. The bidder must price for normal services as contained in the Government Gazette.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them: The fee scales shall be calculated as per the Government Gazette Vol. 606 December 2015, No. 39480 reduced by any applicable discounts.

WORD	MEANING
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work, and may where required be expressed as a percentage of the estimated construction contract value or part thereof.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fee and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be

Consultant

Witness 1

Witness 2

Employer


Witness 1


Witness 2


required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.


6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-base fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall not revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies.
8. The tendered professional fee or rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.
9. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.
10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
11. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken. The prices tendered in Schedule C2.2.12 should be on the basis of a vehicle with 2500cc engine capacity.
12. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract. The scope of work has been divided into two parts namely Part 1 and Part 2 respectively. It should be noted that VKLM reserves the rights to omit Part 2 of the Scope of Work when making appointment, in which case, the PSP will be appointed for Part 1 only based on the municipality's readiness and/or VKLM budget availability.
13. **Limitation to Hourly Rates and Professional Fees:** The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The bidder must price for normal services as contained in the Public Works Fee Scale. The fees shall be calculated as per the Public Works Fee Scale reduced by any applicable discounts.
14. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. For the time-based fees of key professionals in schedule C2.2.1,



Consultant


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Tenderers are to attach a breakdown of the total proposed fee per deliverable to that page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in section C3.1 of this tender document.

15. **Operational Expenses (Accommodation):** These expenses are not applicable to this contract.
16. **Operational Expenses (Subsistence Expenses):** These expenses (e.g. for meals) are not applicable to this contract.
17. **Operational Expenses (Printing /Copying Expenses):** These expenses are not applicable to this contract.
18. **Combination and Fixing of travelling, printing, binding and copying:** These expenses are not applicable to this contract.
19. **Payment is for specific completed deliverables:** In line with Clause 4.7 of the Contract Data (part C4.2), the Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables. The pricing schedules in Part C2.2 of this document have been aligned to the specific deliverables expected from the Service Providers.
20. **Fixed Price Contract:** This assignment will be based on a lump sum (fixed price) contract in ZAR Rands. Bidders are required to price total contract price using the table in the next page:

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM TO DEVELOP A MASTER PLAN (WSMP) AND A WATER SERVICES DEVELOPMENT PLAN (WSDP) FOR VICTOR KHANYE LOCAL MUNICIPALITY

CONTRACT NO.: T/TECH/02/07/2022/2023

C2.2 BILL OF QUANTITIES

C2.2 Activity Schedules / Schedules of Prices

Table C2.2A - Project Details

Project Number	
Project Description	Appointment of professional consulting engineering firm to develop a master plan (wsmp) and a water services development plan (wsdp) for victor khanye local municipality
Project amount (total project value)	N/A

Table C2.2B – Pricing Data

KEY DELIVERABLES	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEE (Incl. VAT) (Rands) PER MILESTONE
STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF A PROJECT STEERING COMMITTEE: (PSC) IN THE MUNICIPALITY: <ol style="list-style-type: none"> 1. Project Implementation Plan (PIP) 2. Project Inception Report (PIR) 	Approved PIP and PIR	
EXISTING SITUATION ASSESSMENT: <ol style="list-style-type: none"> 1. Acquisition, collation, assessment and reporting on available information on existing water services infrastructure systems in the Municipality. 2. Identification of, and reporting on sector plans, programmes, projects and initiatives that will affect the development of water services infrastructure in the municipality. 3. Evaluation and analysis of the visions, sector strategies, sector plans and targets outlined in various source documents 4. Assessment of the factors that trigger demand for water and sanitation infrastructure in the municipal area 	Approved Report	

Consultant

Witness 1

Witness 2

Employer

Witness 1

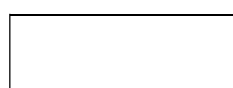
Witness 2

5. Existing Infrastructure Assessment: Obtain all relevant information, as-built drawings, etc. of the water services (water and sanitation) infrastructure network and associated facilities and undertake relevant site visits 6. Assessment and definition of socio-economic status quo and establishment of levels of service 7. Establishment of the current delivery capacity and demand 8. Assessment and Determination of Existing Water and Sanitation Infrastructure Backlogs 9. Assessment of Water and Sanitation Services Efficiency Levels and Losses 10. Preparation or Updating of the Asset Register and GIS 11. Preparation or Updating of the Water and Sanitation Infrastructure Asset Management Plan		
INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS: 1. Review of existing institutional arrangements and formulation of proposals to develop systems and procedures and to build capacity as required.	Approved Report	
UPDATE TO RELEVANT MODULES OF WATER SERVICES DEVELOPMENT PLAN (WSDP): 1. WSDP must be updated and completed on DWS Geo-database and must be compliant to DWS WSDP framework and requirements.	Approved Report: 1. WSDP Report 2. WSDP IDP Implementation Plan Templates for external integrated reporting (Annual WSDP performance and Water Services Audit Report)	
SUPPORT FOR THE ADOPTION OF THE MASTER PLAN BY THE MUNICIPAL COUNCIL:	Council Resolution Incorporation of the report into the IDP and budget.	
PROJECT CLOSE-OUT REPORT:	Approved Report	
TOTAL OF PROFESSIONAL FEES (Inc.VAT) TO BE CARRIED TO FORM OF OFFER AND ACCEPTANCE		

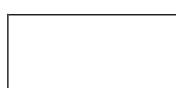
Signed _____ Date _____

Name _____ Position _____

Tenderer _____



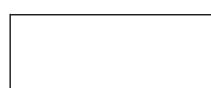
Consultant



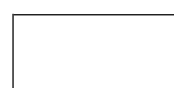
Witness 1



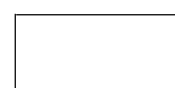
Witness 2



Employer



Witness 1



Witness 2

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

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.....

.....
¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.9 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 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.....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....

Date

.....

Signature

.....

Capacity

.....

Name of Bidder

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

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL

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

1.	Are you by law required to prepare annual financial statements for auditing?	*YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	*YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars:	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	*YES / NO
3.1	If yes, provide particulars:	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	*YES / NO
4.1	If yes, provide particulars:	

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....

Position

.....

Name of Bidder

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE AND FUNCTIONALITY	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (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. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

8.
DECLARATION WITH REGARD TO COMPANY/FIRM

8.1
Name of company/firm:.....

8.2
VAT registration number:.....

8.3
Company registration number:.....

8.4
TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5
DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6
COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i)
The information furnished is true and correct;
- ii)
The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

Consultant
Witness 1
Witness 2
Employer
Witness 1
Witness 2

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

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Consultant

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Witness 1

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Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of 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);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

*Consultant**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	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

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WITNESSES

1

2

DATE:

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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:

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <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"/>

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....
Position

.....
Name of Bidder

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. 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:

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

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

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C3: Scope of work

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHAYE LOCAL MUNICIPALITY



APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM TO DEVELOP A WATER SERVICES MASTER PLAN (WSMP) AND A WATER SERVICES DEVELOPMENT PLAN (WSDP) FOR VICTOR KHAYE LOCAL MUNICIPALITY

CONTRACT NO.: T/TECH/02/07/2022/2023

C3 Scope of Work

1. BACKGROUND

Victor Khaye Local Municipality currently does not have a Water Service Master Plan (WSMP), the Water Conservation and Demand Management Plan (WCDMP) and Water Services Development Plan (WSDP) (last updated in 2015). The municipality is in a process of developing the Water conservation and demand management Plan.

The absence of these plans contributed negatively in the municipality's ability to plan, implement, operate, and maintain its water and sanitation infrastructure effectively and efficiently. Consequently, projects implementation was misaligned to the needs of the municipality, failed to address the operation & maintenance requirements nor addressed the bulk infrastructure requirements.

The plans will assist in identifying a number of critical issues in the provision of water and sanitation services. These range from issues of existing infrastructure plans, service backlogs, capacity of the existing infrastructure, sustainability of the water and sanitation service infrastructure and current and future demand projections.

2. LOCATION OF WORKS

The project includes all wards under the jurisdiction of Victor Khaye Local Municipality in the Mpumalanga Province. Delmas is a town that is situated about 19km North-East of Springs and 73km South-East of Pretoria.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. OBJECTIVE

The main goal of appointing the Professional Service Providers is, to provide appropriate technical resources for the development of a Water Services Master Plan (WSMP) and a Water Services Development Plan (WSDP) in support of Victor Khanye Local Municipality. The successful development of these plans will enable the municipality to unlock the development potential of the municipality, achieve a cost effective, integrated and sustainable infrastructure development.

In addition, the WSMP and WSDP will provide a clear business model providing strategically focused actions for implementing the key infrastructure initiatives budgeted for in the IDP, while addressing both financial, inherent risks, institutional requirements and sustainability.

The development of the WSMP and WSDP will assist the municipality to improve service delivery and the eradication of water and sanitation infrastructure backlogs. Furthermore, the plan will assist to institute a holistic and integrated infrastructure planning and implementation delivery approach within the municipal area of jurisdiction.

The development of the WSMP and WSDP will point and direct the municipality's investments that will also improve economic development and hence improve municipal revenues in the long run. With the WSMP and WSDP in place, third party funding (e.g. from local business) will be catalysed in order to implement the projects identified in the master plan.

4. SCOPE OF SERVICES

The intention of Victor Kahanye Local Municipality is to undertake this project for reasons of service delivery, economic development as well as financial constraints. The municipality therefore invites proposals from suitably qualified/experienced service providers to bid to carry out the development of the Water Services Master Plan and Water Services Development Plan.

The purpose of the Water and Sanitation Master Plan (WSMP) is to compile an implementation strategy, with goals and objectives, which will be followed by a Business Plan detailing the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects.

The WSMP must include the evaluation and analysis of existing documents, the determination of existing backlogs, current demands and capacity of both water and sanitation infrastructure in the municipality.

It will include a funding model and a programme for the implementation of all the water and sanitation projects identified and prioritized.

It will also be necessary to evaluate the long-term viability of existing infrastructure to cope with expansion and augmentation, and to identify new infrastructure required, and to propose time lines regarding when such infrastructure will be required.

Section 12 of the Water Services Act 108/ 1997 obliges Victor Khanye Local Municipality to develop the WSDP, as part of the process to prepare the Integrated Development Plan.

As per section 13 of the Water Services Act 108/1997 the contents of the WSDP must contain the details:

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Witness 1

Witness 2

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Witness 1

Witness 2

- (a) of the physical attributes of the area to which it applies;
- (b) of the size and distribution of the population within that area;
- (c) of a time frame for the plan including the implementation programme for the following five years;
- (d) of existing water services;
- (e) of existing industrial water use within the area of jurisdiction of the relevant water services authority;
- (f) of existing industrial effluent disposed of within the area of jurisdiction of the relevant water services authority;
- (g) of the number and location of persons within the area who are not being provided with a basic water supply and basic sanitation;
- (h) regarding the future provision of water services and water for industrial use and the future disposal of industrial effluent including;
 - (i) the water services providers which will provide those water services;
 - (ii) the contracts and proposed contracts with those water services providers;
 - (iii) the proposed infrastructure necessary;
 - (iv) the water sources to be used and the quantity of water to be obtained from and discharged into each source;
 - (v) the estimated capital and operating costs of those water services and the financial arrangements for funding those water services, including the tariff structures;
 - (vi) any water services institution that will assist the water services authority;
 - (vii) the operation, maintenance, repair and replacement of existing and future infrastructure;
- (i) of the number and location of persons to whom water services cannot be provided within the next five years setting out
 - (i) the reasons therefore: and
 - (ii) the time frame within which it may reasonably be expected that a basic water supply and basic sanitation will be provided to those persons; and
- (j) of existing and proposed water conservation, recycling and environmental protection measures

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



**APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM ON RISK
BASIS TO DEVELOP A COMPREHENSIVE AND DETAILED BUSINESS CASE FOR
IMPLEMENTING NON-REVENUE WATER (WATER LOSSES) REDUCTION
INTERVENTION MEASURES IN VICTOR KHANYE LOCAL MUNICIPALITY
CONTRACT NO.: T/TECH/02/07/2022/2023**

SITE INFORMATION

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.1 Site Information

Layout issued with this document

Consultant

Witness 1

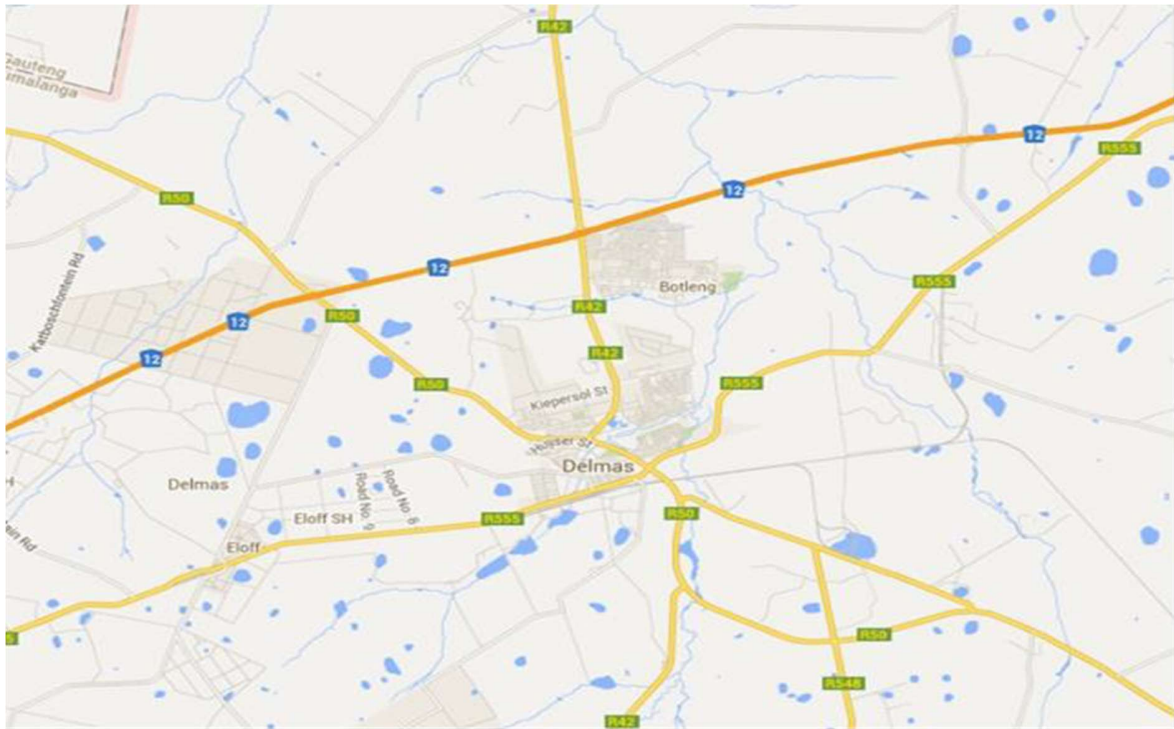
Witness 2

Employer

Witness 1

Witness 2

C4.3 LOCALITY MAP



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Witness 1

Witness 2

Employer

Witness 1

Witness 2