



WATER AND SANITATION DEPARTMENT

CONTRACT NUMBER: PS-WS 15-2026

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, ISSUED IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000), AND PUBLISHED IN GOVERNMENT GAZETTE NO. 47452 OF 4 NOVEMBER 2022)

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	WATER AND SANITATION DEPARTMENT Division: Strategic and Functional Planning Pretoria Road and C.R.Swart Road, Kempton Park 1620 Zamantungwa Zwane Email: Zamantungwa.Zwane@ekurhuleni.gov.za	WATER AND SANITATION DEPARTMENT Head Office Pretoria Road and C.R.Swart Road, Kempton Park 1620 Mr. T. Maseko Email: Zamantungwa.Zwane@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e. Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “**Acceptable bid**”, and as such will be rejected.

“**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder's information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.
14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –
 - a) who is in the service of the state, or;

- b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
 16. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.
 17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
 18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
 - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of (18.1) and (18.2) above for each of its financial years since commencing business.
 - 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected
 19. If the bidder has failed to submit ALL required documents as specified on the bid document.
 20. If the following have not been **fully completed** and **signed**:

FORM OF BID	- General Declaration
FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

- 2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
- 3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

CITY OF EKURHULENI
WATER AND SANITATION DEPARTMENT
CONTRACT NUMBER: PS-WS 15-2026
BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN
MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO COMPLY WITH
RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

*BID PRICE PROJECT NO. 1: R.....

*(Amount brought forward from the Form of Offer and Acceptance)

Signed by authorised representative of the Bidding Entity:

DATE:

Note: Should any discrepancy occur between the above amounts and those stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

CITY OF EKURHULENI
WATER AND SANITATION DEPARTMENT
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THE BID

- PART T1 Bidding Procedures
- T1.1 Bid Notice, Invitation to Bid and MBD 1 Form
- T1.2 Bid Data
- PART T2 Returnable Documents (All documents / schedules are returnable)
- T2.1 List of Returnable Documents
- T2.2 Other Documents Required For Bid Evaluation Purposes

The following documents must be completed and signed (where applicable) and submitted as a complete set.

Document	
Number	Heading
T1.1	Bid Notice and Invitation to Bid
T1.2	Bid Data
T2.1	List of Returnable Documents
T2.2	Other Documents Required For Bid Evaluation Purposes
C 1	Other Documents/schedules that will be Incorporated in the Contract
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C2.1	Pricing Instructions
C2.2	Activity Schedule
C3	Scope of Work
C4	Site Information

Bid Notice and Invitation to Bid (T1.1)

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 02 OCTOBER 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:
WATER AND SANITATION DEPARTMENT
Strategic and Functional Planning

CONTRACT NO.:
PS-WS 15-2026

DESCRIPTION:
The appointment of a Professional Service Provider to Update and Maintain Master Plans of the Water and Sanitation Department in order to comply with relevant legislation from date of award until 30 June 2029

CLOSING DATE:
17 NOVEMBER 2026

Acceptable bids will be evaluated by using a system that awards points on the basis of **80 points** for bid price and a maximum of **20 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

An information session will be held at **11:00 am** on **13 OCTOBER 2026**. Prospective bidders are requested to meet on the said date and time: **KEMPTON PARK CIVIC CENTRE, SECOND FLOOR, BOARDROOM, CORNER C R SWART DRIVE AND PRETORIA ROAD, KEMPTON PARK**. Bid documentation will not be available at the information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number ONE (01)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **17 NOVEMBER 2026**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited in the specified bid box before **10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Zamantungwa Zwane at e-mail address: Zamantungwa.Zwane@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. LERUTLA
CITY MANAGER
COE

MBD 1: PART A: INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	PS-WS 15-2026	CLOSING DATE:	17 NOVEMBER 2026	CLOSING TIME:	10:00am
DESCRIPTION	The appointment of a Professional Service Provider to Update and Maintain Master Plans of the Water and Sanitation Department in order to comply with relevant legislation from date of award until 30 June 2029				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
GOLDEN HEIGHTS					
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street					
GERMISTON					
1400					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		CONTACT PERSON	Zamantungwa Zwane	
CONTACT PERSON	Sduduzo Sikhakhane		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za		Zamantungwa.Zwane@ekurhuleni.gov.za		

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

CITY OF EKURHULENI
WATER AND SANITATION DEPARTMENT
CONTRACT NUMBER: PS-WS 15-2026
BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN
MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO COMPLY WITH
RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

Bid Data (T1.2)

The conditions of Bid are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015. The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Bid. The Bid 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 Bidder is deemed to be in possession and have full knowledge of the abovementioned documents.

Clause number	
F.1.1	The Client is: The City Manager CITY OF EKURHULENI (COE) Private Bag 1069 Germiston 1400
F.1.2	The Bid documents issued by the Client comprise: Part T1-Tendering procedures T1.1 Bid notice and invitation to Bid T1.2 Bid data Part T2- Returnable documents T2.1 List of returnable documents T2.2 Bid Schedules (Included in T2.1) Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing data C2.1 Pricing instructions C2.2 Activity Schedules Part C3: Scope of work C3 Scope of work Part C4: Site Information C4 Site Information

Clause number		
F.1.4	The Client's representative is: Name: Ms. Zamantungwa Zwane Email: Zamantungwa.Zwane@ekurhuleni.gov.za Project Manager	Address: Kempton Park Civic Centre Corner C.R Swart Drive & Pretoria Streets.
F.1.5	The lowest or any bid will not necessarily be accepted. The Client reserves the right to award the contract for different projects to different bidders.	
F.2.1	See Minimum Requirement and Specific Goals under Specification	
F2.5	The consultant is deemed to be in possession and have knowledge of the documents referred to in these documents but not attached.	
F.2.7	The arrangements for an information session are:	
	Date: 13 OCTOBER 2026 Starting time: 11:00 am	Location: KEMPTON PARK CIVIC CENTRE, SECOND FLOOR, BOARDROOM, CORNER C R SWART DRIVE AND PRETORIA ROAD, KEMPTON PARK
F.2.12	No alternative bid offer will be considered	
F.2.13.5	The client's address for delivery of bid offers and identification details to be shown on the bid offer package are:	
	Location of Bid box: -- Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street	
	Physical address: Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street	
	Identification details: Bid Box Number: ONE (01)	
F 2.13.3	The <u>whole original</u> bid document, <i>as issued by the COE</i>, shall be submitted. THE BIDDER TO SUBMIT, TOGETHER WITH THE FULLY COMPLETED BID DOCUMENT, A USB WITH A COPY IN PDF FORMAT OF THE ORIGINAL COMPLETED BILL OF QUANTITIES/PRICING SCHEDULE. THIS USB MAY BE USED WHENEVER THERE IS A DISPUTE BETWEEN THE BIDDER AND COE. Bids may only be submitted on the Bid documentation issued by the COE.	
F2.14	Take particular note of this clause and ensure that you have provided all the data, information and documents requested and completed all documents/forms/schedules required. See page 2 –Very Important Notice	
F.2.15	The closing time for submission of bids is 17 NOVEMBER 2026 at 10:00 am. Telephonic, telegraphic, facsimile or e-mailed offers will not be accepted.	
F.2.16	The Bid offer validity period is 120 days.	
F.2.23	The bidder is required to <i>submit with his bid.</i>	

Clause number	
	(1) <i>In order to obtain Specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof specific goal/s claim.</i> (2) <i>A TCS pin number thereof, issued by the South African Revenue Services;</i> (3) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted. (4) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted. (5) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (5) and (6) above for each of its financial years since commencing business. (6) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial
F.3.4	The time for opening of the Bid offers are Time: 10:00 am Location: Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum requirement

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 2 and 4 for examples.**

2. Infrastructure and resources available – Plant and Equipment (owned or leased)

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends lease, should the contract be awarded to him

3. Size of enterprise

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover

4. Staffing profile

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- Proof of Access to Credit or Financing
- Bank Statement(s)

- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for the evaluation of tenders must be inclusive of all applicable taxes, in accordance with Regulations 4(1) and 5(1) of the Preferential Procurement Regulations, 2022. "Price" means an amount of money tendered for goods or services and includes all applicable taxes, less all unconditional discounts.

All applicable taxes include Value Added Tax (VAT), where applicable, and any other taxes that the tenderer is required to pay in terms of applicable tax legislation. Accordingly, all applicable taxes must be included in the tendered price.

With effect from 1 April 2026, compulsory VAT registration applies where the total value of taxable supplies exceeds R2.3 million in any consecutive 12-month period, or where it is reasonably expected to exceed the prescribed threshold. The voluntary VAT registration threshold is R120,000 per annum, subject to the requirements and exceptions prescribed by SARS and applicable legislation.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

- (a) inform the tenderer; accordingly, and

- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
- (2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—
 - (a) disqualify the tenderer or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the tenderer.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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 equal to or above R2 000 and up to R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
 - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
 - or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.2 The value of this bid is estimated to not exceed R50 million (all applicable taxes included) and therefore the (80/20) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | POINTS |
|---|------------|
| 1.3.1.1 PRICE | (80). |
| 1.3.1.2 SPECIFIC GOAL/S | (20). |
| Total points for Price and Specific Goal/s must not exceed | 100 |
- 1.4 Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;
- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of

South Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**

- 2.5. **“Youth”** means an individual between the ages of 18 and 35.
- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director’s shareholding / ownership in the Company.
- 2.21. **Annual turnover: EME** (0 – R 10 000 000), **QSE** (R 10 000 000 – R 50 000 000) and **Generic** (> R 50 000 000) **NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where:

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\max}$ = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

- 5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME and/or QSE	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	5

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account, Lease Agreement or Affidavit The bidder must submit one (1) of the following, in the name of the enterprise: • A municipal account, issued not more than three (3) months before the bid closing date; OR • A valid lease agreement; OR • An affidavit from the lessor confirming that the bidder occupies the premises, signed by the lessor.	10
Enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	5
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	For persons living with disabilities (If Applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	
TOTAL SPECIFIC GOAL POINTS		20

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.
- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.
- 5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.(if applicable)

5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.

5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 SPECIFIC GOAL/S: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above.)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

8.1 Name of bidding entity;

8.2 VAT registration number:

8.3 Registration number of bidding entity:

8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole proprietor
- ☐ Close corporation
- ☐ Company
- ☐ Trust
- ☐ Other (specify)

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Consumer Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration_____;

Date on which bidder commenced business, if different from
date of registration_____.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) Upon detecting that a tenderer submitted false information regarding its specific goal/s, local production and content, or any other matter required, which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the purchaser must-
 - (a) inform the tenderer accordingly;
 - (b) give the tenderer an opportunity to make representations within 14 days as to why-
 - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
 - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
 - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
 - (c) if it concludes, after considering the representations referred to in subregulation(1)(b), that-
 - (i) such false information was submitted by the tenderer-
 - (aa) disqualify the tenderer or terminate the contract in whole or in part;
 - and
 - (bb) if applicable, claim damages from the tenderer; or
 - (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.
- (2)(a) the purchaser must-

(i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);

(ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and

(iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(b) The National Treasury may request the purchaser to submit further information pertaining to subregulation (1) within a specified period.

(3) The National Treasury must-

(a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and

(b) maintain and publish on its official website a list of restricted suppliers.

WITNESSES:

1.

SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

.....

The additional conditions of Bid are:

- 1 The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.
- 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.
- 3 This bid will be evaluated and awarded as a whole. It is the intention of the CoE to appoint one bidder.
- 4 The bid document shall be submitted as a whole and shall **not** be taken apart.
- 5 **List of returnable documents (PART T2) must be completed in full.** (A bidder's company profile **will not** be used by the COE to complete PART T2 on behalf of the bidder)

NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.

Annex F
(normative)

Standard Conditions of Tender

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

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, timeously 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.

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 fulfill 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 price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- 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;
- 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) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website, the government Tender Bulletin, eTender Publication Portal and other media in which the original tender invitation was advertised.

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.

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

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

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 meeting(s) 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.

F.2.10.2 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.

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.

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.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

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.

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.*

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), referencing 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 and policies

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 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 three 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, number of points claimed for specific goal/s 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 functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed for specific goal/s. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

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 ratified.

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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 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.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, **the rate shall govern and the line item total shall be corrected.**

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

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: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for specific goal/s
- 3) Add the points scored for price and specific goal/s.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 million (all applicable taxes included):

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R2 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the specific goal/s in accordance with the table below:

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of specific goal/s contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points. (See Specific Goals under Specification)

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 million (all applicable taxes included):

90/10

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

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining specific goal/s in accordance with the table below:

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of specific goal/s contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points. (See Specific Goals under Specification)

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for price.

W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P _m is the comparative offer of the most favourable tender offer. P is the comparative offer of tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_q = W_2 \times S_o / M_s$$

where: *S_o* is the score for quality allocated to the submission under consideration;
M_s is the maximum possible score for quality in respect of a submission; and
W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

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 risk and only if the tenderer:

- is not under restriction, or has principals who are under restriction preventing participation in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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,
- 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.

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, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 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 other tenderers that their tender 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.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

CITY OF EKURHULENI

WATER AND SANITATION DEPARTMENT

CONTRACT NUMBER: PS-WS 15-2026

BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN
MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO COMPLY WITH
RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

List of Returnable Documents (T2.1)

The Bidder must complete and return the following Documents/Schedules

Returnable Schedules required for Bid evaluation purposes and that will be Incorporated in the Contract		
1	Form 2.1.1	General information
2	Form 2.1.2	Details of Proprietor, Partners, Closed Corporation Members, Company Directors or Trustees
3	Form 2.1.3	Tax Compliance
4	Form 2.1.4	Declaration
5	Form 2.1.5	Declaration of Interest
6	Form 2.1.6	Declaration for Procurement Above R10 Million
7	Form 2.1.7	Declaration of Bidder's Past Supply Chain Management Practices
8	Form 2.1.8	Certificate of Independent Bid Determination
9	Form 2.1.9	Declaration for Municipal Accounts
10	Form 2.1.10	Declaration for Municipal Accounts where bids are expected to exceed R10 million
11	Form 2.1.11	Financial References
12	Form 2.1.12	Joint Venture Information
13	Form 2.1.13	Schedule of Infrastructure and Resources
14	Form 2.1.14	Size of Enterprise and Current Workload
15	Form 2.1.15	Schedule of Approach and Methodology / Work Plan
16	Form 2.1.16	Proposed Key Personnel which will be Involved in Project
17	Form 2.1.17	Schedule of Previous Work Carried out by Bidder
18	Form 2.1.18	Schedule of Consultancy Services provided to Organ of State
19	Form 2.1.19	Schedule of Proposed Sub-Contractors (Sub-Consultants)
20	Form 2.1.20	Schedule of Deviations and Addenda to Bid Documents

NAME OF BIDDING ENTITY

FORM 2.1.1. GENERAL INFORMATION:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO
☐	☐

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

(Tick applicable box)

YES	NO
☐	☐

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

(IF YES ENCLOSE PROOF)

2. Legal or business entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____	_____
_____	_____

5. VAT registration number (**COMPULSORY**):
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____	_____
_____	_____

6. Company, close corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

_____	_____
_____	_____

7. Details of proprietor, partners, closed corporation members,, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures/ consortiums the following must be attached:

- Written authority **of each JV / consortium partner**, for authorized signatory.
- The joint venture/ consortium agreement.

9. For Trusts the following must be attached

- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

NAME OF BIDDING ENTITY

FORM 2.1.2 DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FORM 2.1.3 TAX COMPLIANCE

TCS PIN NUMBER OBTAINED FROM SARS TO BE INDICATED ON BID DOCUMENTS.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.1.4 GENERAL DECLARATION:

To: The City Manager
CITY OF EKURHULENI
Private bag X1069
GERMISTON
1400

Sir/Madam,

I/We, the undersigned (hereinafter referred to as "the bidder"):

- (a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as "the COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and*
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*
- (l) declare that the signatory to the bid document is duly authorised; and*
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.*

(n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)

(o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO

If YES the following information must be supplied:

1. The name(s) of the other Bidder(s) involved

2. The full details of the Bidder(s) participation

(p) declare that all of the information furnished is true and correct

Signed at.....this.....day of.....
20.....

Name of Authorised Person:

Authorised Signature:

Name of Bidding Entity:

Date:

As witness: 1.

PLEASE NOTE:

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form "K" (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected , except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil) the bid will be rejected.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.1.5. 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 Owner of the Bidding Entity:

3.2 Identity Number if applicable:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

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?
(Tick applicable box)

YES	NO

3.8.1 If yes, furnish particulars.
.....

3.9 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

YES	NO

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (close family member, partner or associate)
with persons in the service of the state who may be involved
with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you aware of any relationship (close family member, partner or associate) 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?
(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers,
shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

YES	NO

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.1.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

MUST BE COMPLETED FOR THIS BID

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1.1 Are you by law required to prepare annual financial Statements?

(Tick applicable box)

If yes:

YES	NO

- 1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.3 If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1.1.1) and (1.1.2) above for each of its financial years since commencing business.
- 1.1.4 If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?

(Tick applicable box)

YES	NO

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1, 1.1.2 and 1.1.3 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.

.....

.....

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

YES	NO

(Tick applicable box)

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality 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, in relation to which there has been any material non-compliance or dispute concerning the execution of such contract?

YES	NO

(Tick applicable box)

- 3.1 If yes, furnish particulars.

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

(Tick applicable box)

- 4.1 If yes, furnish particulars

YES	NO

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.1.7 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. wilfully 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 ☐	No ☐
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)? Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Item	Question	Yes	No
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 ☐	No ☐
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?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.1.8 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form 2.1.7 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 Chain Management 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 Form 2.1.7 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 must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NUMBER: PS-WS 15-2026

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN
MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO COMPLY WITH
RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

(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 understood 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 and 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.

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**

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.1.9: DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders.

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.1.10: DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). That at the closing date of the bid, any of **the directors/members** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY

FORM 2.1.11 FINANCIAL REFERENCES

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Client to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Branch name	
Contact person	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, i.e. cheque account	

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

NAME OF BIDDING ENTITY

FORM 2.1.12 JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **The appointment of a Professional Service Provider to Update and Maintain Master Plans of the Water and Sanitation Department in order to comply with relevant legislation from date of award until 30 June 2029** and of jointly performing such contract.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures.

NAME OF BIDDING ENTITY

FORM 2.1.13 SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available

Physical facilities

Description	Address	Area (m ²)

Infrastructure and resources available – Plant and Equipment (owned or leased)

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

Description: Owned Plant / Equipment	Number of units

Description: Hired Plant / Equipment	Number of units

NAME OF BIDDING ENTITY

FORM 2.1.14 Size of enterprise

APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)

What was your turnover in the previous financial year? **R**

What is the estimated turnover for your current financial year? **R**

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

NAME OF BIDDING ENTITY

FORM 2.1.15 SCHEDULE OF APPROACH AND METHODOLOGY/WORK PLAN

Approach and Methodology Form

PS-WS 15-2026

The appointment of a Professional Service Provider to Update and Maintain Master Plans of the Water and Sanitation Department in order to comply with relevant legislation from date of award until 30 June 2029

Understanding the terms of reference / brief

1. Please explain briefly your understanding of the project in no more than 50 words

2. Please provide in summary, details of your proposed technical approach and work plan to the successful completion of the above project.

Name of Bidding Entity:

Signature:

Date:

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	1 x Project Director - Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. - BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. 10 years' experience as an Engineer OR Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk). 1 x Professional Engineer/Technologist - Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. - BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. 5 years' experience as an Engineer OR Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk). 1x Water Quality Modelling Specialist - Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. - BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. 3 years' relevant experience in Water Quality Modelling. 1 x Technologist (Master Planning and Hydraulic Analysis) - Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. - BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. 3 years' experience as an Engineer OR Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk). 1 x Civil Engineering Technician (Master Planning and Hydraulic Analysis) - National Diploma (NQF Level 6) in Civil Engineering

EVALUATION ASPECT	MINIMUM REQUIREMENTS
	• 2 years' experience as a Civil Engineering Technician in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk). 1 x Programmer • Bachelor's Degree in Information Systems OR Computer Systems OR Post Graduate Information Technology OR equivalent NQF Level 7 Degree in Information Technology • 3 years' experience in the programming of water and sewer related programs or software. OR • Bachelor's Degree in Mathematics OR Statistics OR Electrical or Electronic Engineering. • 3 years' experience in the programming of water and sewer related programs or software.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.1.16 PROPOSED KEY PERSONNEL WHICH WILL BE INVOLVED IN PROJECT

Proposed Key Personnel

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
Project Director						
Professional Engineer/Technologist						
Water Quality Modelling Specialist						
Technologist (Master Planning and Hydraulic Analysis)						
Civil Engineering Technician (Master Planning and Hydraulic Analysis)						

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
Programmer						

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Staffing profile

Project Director (x1)

- Copy of a professional registration with Engineering Council of South Africa as a Professional Engineer **OR** Professional Engineering Technologist.
- Copy of a BSc **OR** BEng **OR** BTech **OR** Advanced Diploma in Civil Engineering.
- CV demonstrating 10 years' experience as an Engineer **OR** Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).

Professional Engineer/Technologist (x1)

- Copy of a professional registration with Engineering Council of South Africa as a Professional Engineer **OR** Professional Engineering Technologist.
- Copy of a BSc **OR** BEng **OR** BTech **OR** Advanced Diploma in Civil Engineering.
- CV demonstrating 5 years' experience as an Engineer **OR** Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).

Water Quality Modelling Specialist (x1)

- Copy of a Professional registration with Engineering Council of South Africa as a Professional Engineer **OR** Professional Engineering Technologist.
- Copy of a BSc **OR** BEng **OR** BTech **OR** Advanced Diploma in Civil Engineering.
- CV demonstrating 3 years' relevant experience in water quality modelling.

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
Technologist (Master Planning and Hydraulic Analysis) (x1)						
• Copy of a Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. • Copy of a BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. • CV demonstrating 3 years' experience as an Engineer OR Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).						
Civil Engineering Technician (Master Planning and Hydraulic Analysis) (x1)						
• Copy of a National Diploma (NQF Level 6) in Civil Engineering • CV demonstrating 2 years' experience as a Civil Engineering Technician in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).						
Programmer (x1)						
• Copy of a Bachelor's Degree in Information Systems OR Computer Systems OR Post Graduate Information Technology OR equivalent NQF Level 7 Degree in Information Technology • CV demonstrating 3 years' experience in the programming of water and sewer related programs or software.						
OR						
• Copy of a Bachelor's Degree in Mathematics OR Statistics OR Electrical or Electronic Engineering. • CV demonstrating 3 years' experience in the programming of water and sewer related programs or software.						
Please Note:						
- Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. - All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.						

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
- All professional Registrations must be in good standing during the period of tender evaluation (if applicable). - The City of Ekurhuleni reserves the right to verify the submitted documents. NB! Failure to submit the above-mentioned documents will result in disqualification.						

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	<u>CATEGORY A PROJECTS:</u>
	Establish and Update of a water and sewer master plan
	Two (2) contactable references where bidder rendered Professional Consulting Services for the Establishment and Updating of a Water and Sewer Master Planning for a Municipality <u>or</u> Water Board
	AND
	<u>CATEGORY B PROJECTS:</u>
	Hydraulic Analysis of water and sewer networks or systems (Including Bulk)
	Two (2) contactable references where bidder rendered Professional Consulting Services for Hydraulic Analysis of Water and Sewer Networks / Systems (including bulk) for a Municipality <u>or</u> Water Board

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Relevant previous Company Experience – Completed Project

- a) **Category A projects: Establish and/or Update of a water and sewer master planning.**
- Two (02) Signed reference letters **AND** Two (2) respective Appointment Letters on the **Bidder's Client Letter Head** **(The Signed reference letters AND Appointment Letters must be from the client which the bidder provided the services to)** with contactable references where bidder rendered professional consulting services for the establishment and updating of a water and sewer master planning for a Municipality **or** Water board.

AND

- b) **Category B projects: Hydraulic Analysis of water and sewer networks / systems (including bulk).**
- Two (02) Signed reference letters **AND** Two (2) respective Appointment Letters on the **Bidder's Client Letter Head** **(The Signed reference letters AND Appointment Letters must be from the client which the bidder provided the services to)** with contactable references where bidder rendered professional consulting services for hydraulic analysis of water and sewer networks / systems (including bulk) for a Municipality **or** Water board.

Company Registration

- Copy of valid ISO 9001:2015 Certificate

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**Previous experience**

Provide the following information on **relevant** previous experience.

Give at least two (2) names and telephone numbers and e-mail address per reference.

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		
					Email:		

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Financial Ability (Ability to Deliver)	R2 500 000

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Financial Ability (Ability to Deliver)

1. **Proof of Access to Credit or Financing**

A letter or statement from a registered financial institution, issued not more than six (6) months before the bid closing date, confirming that the bidder has access to credit or financing of at least **R2 500 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. **Bank Statement(s)**

- A stamped bank statement not older than one (1) month from the bid closing date, showing available funds of at least **R2 500 000**

OR

3. **Funding Commitments from Development Finance Institutions (DFIs)**

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered** Development Finance Institution (DFI), issued not more than six (6) months before the bid closing date, confirming funding of at least **R2 500 000**.

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Financial ability to execute the project.

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

	<u>TICK (x)</u>
Proof of Access to Credit or Financing	
Bank Statement(s)	
Funding Commitments from Development Finance Institutions (DFIs)	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FINANCIAL ABILITY CONSENT FORM

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number PS-WS 15-2026**, with **Description The appointment of a Professional Service Provider to Update and Maintain Master Plans of the Water and Sanitation Department in order to comply with relevant legislation from date of award until 30 June 2029.**

I, NAME OF BIDDING ENTITY / ACCOUNT HOLDER

[.....], hereby confirm that the information provided is true and correct.

I authorize the **financial institution and/or registered credit provider**, namely **[Bank / Financial Institution / Credit Provider Name]**

[.....], to verify and confirm the information as may be requested by the City of Ekurhuleni for bid evaluation purposes.

I acknowledge and understand that:

- This consent shall remain valid until revoked in writing.
- All information will be processed and handled in compliance with the Protection of Personal Information Act (POPIA) and all other applicable banking and credit legislation.
- This authorization is strictly limited to the verification of the following information:

• Account number:

• Bank Balance / Credit Facility as at:

• Eligible Funds / Approved Credit Amount:

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

NB: Failure to complete the above requirements will result in disqualification.

NAME OF BIDDING ENTITY

FORM 2.1.18 SCHEDULE OF CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

Bidders are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the bidder identified in the signature block below was directly contracted by the Employer. Bidders must not include consultancy services provided in terms of a sub-consultancy agreement.

Where contracts were awarded in the name of a joint venture and the bidder formed part of that joint venture, indicate in the column entitled "Title of the contract for the consultancy service" that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the bidder.

Complete the record or attach the required information in the prescribed tabulation.

Part A: All consultancy services commenced or completed for an organ of state in the last five years.

#	Employer-Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the consultancy service	Value of contract for service incl VAT (Rand)	Date completed (State current if not yet completed)
1				
2				
3				
4				
5				
6				
7				

Part B: Similar consultancy services provided to an organ of state

The following contracts recorded in Part A provided similar consultancy services to those required in terms of the scope of work to this bid:

.....
.....

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

Signed

Date

Name

Position

NAME OF BIDDING ENTITY

FORM 2.1.19 SCHEDULE OF PROPOSED SUB-CONTRACTORS (SUB-CONSULTANTS)

A tenderer awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	As a % of contract	Name of sub-contractor
Total % of contract sub-contracted		

NAME OF BIDDING ENTITY

FORM 2.1.20 SCHEDULE OF DEVIATIONS AND ADDENDA TO BID DOCUMENTS

The extent of deviations from the bid documents issued by the Client before the closing date is limited to those permitted in terms of the conditions of bid.

A bidder covering letter (if any) shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any matter arising from the offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed in writing by the Parties becomes an obligation of the contract shall also be recorded and **attached** here.

We confirm that the following written communication (if any) received from the Client before the submission of this Bid offer, has been taken into account in the Bid offer.

	Date	Title or Details
1		
2		
3		
4		
5		
6		

**Attach to the bid documents any written communication received from the Client (if any).
Record such addenda in the above schedule.**

Signed by the Bidder..... Date:

Name:

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

INSURANCE AND INDEMNIFICATION

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to COE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to COE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify COE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify COE in writing of such termination and/or unavailability, where after either the Service Provider or/and COE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

LIMITATION OF LIABILITY

Neither party exclude or limit liability to the other party for:

- a) Death or personal injury due to negligence; or
- b) Fraud

The Service Provider shall indemnify and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

FORCE MAJEURE

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

PLEASE REMEMBER:

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.
- (2) TCS PIN NUMBER;
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT
- (5) DOCUMENTS SUBMITTED MUST BE LEGIBLE
- (6) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.

CITY OF EKURHULENI
WATER AND SANITATION DEPARTMENT
CONTRACT NUMBER: PS-WS 15-2026
BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND
MAINTAIN MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO
COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

Other Documents Required for Bid Evaluation Purposes (T2.2)

Other documents required for Bid evaluation purposes		
1		A TCS Pin Number from SARS

CITY OF EKURHULENI
WATER AND SANITATION DEPARTMENT
CONTRACT NUMBER: PS-WS 15-2026
BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND
MAINTAIN MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO
COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

Other documents/schedules that will be incorporated in the Contract (C.1)

Other documents that need to be completed by bidder which will be incorporated in the contract.		
1	Form 2.4.1	C1.1 Offer and acceptance (Do not fill in the Acceptance part of the Form.)
2	Form 2.4.2	C 1.2- Contract Data and Part 2
3		C 2.1 – Pricing Instructions
4	Form 2.4.3	C 2.2 - Activity Schedules
5		C 3 – Scope of Work
6		C 4 – Site Information and Project Information

Form 2.4.1

CITY OF EKURHULENI

WATER AND SANITATION DEPARTMENT

CONTRACT NUMBER: PS-WS 15-2026

BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND
MAINTAIN MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO
COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

Form of Offer and Acceptance (C1.1)

(AGREEMENT)

OFFER

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

Professional services for various projects in the 2026/27, 2027/28 and 2028/29 Multi Year Budget.

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

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider 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

FORM OF OFFER AND ACCEPTANCE

PART C1.1

CONTRACT NUMBER: PS-WS 15-2026: THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029

.....Rand(in words);

Rand.....(in figures),

This Offer, or part thereof, may be accepted by the Client by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of Witness_____

Date _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the Bidder's Offer for **Contract Number: PS-WS 15-2026** In consideration thereof, the Client shall pay the Service Provider the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement, between the Client and the Bidder 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 Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site information

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 Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the bid offer agreed by the bidder and the client during the process of offer and acceptance, are contained in the Schedule of Deviations (if any) attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in the Schedule of Deviations.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, contact the Client'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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Client in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FORM OF OFFER AND ACCEPTANCE

PART C1.1

FOR THE CLIENT:

Signature(s)

Name(s)

Capacity

_____	_____
_____	_____
_____	_____

CITY OF EKURHULENI
(Name and address of organisation)

Name and signature of witness _____

Date _____

CITY OF EKURHULENI
WATER AND SANITATION DEPARTMENT
CONTRACT NUMBER: PS-WS 15-2026
BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND
MAINTAIN MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO
COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

Contract Data (C1.2)

CONDITIONS OF CONTRACT

The **Standard Professional Services Contract (Third Edition, 3rd edition of CIDB document 1015 of September 2009)** published by the Construction Industry Development Board is applicable to this Contract and is incorporated herein by reference plus a signed bid document will act as a full legal document. Provisions of the Local Government: Municipal Finance Management Act 56 of 2003 ("the MFMA") and a signed Service Level Agreement will form part of this Contract, in the event that there is a discrepancy between the Standard Professional Service Contract and the MFMA, provision of the MFMA shall prevail.

Copies of this Services Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za.

PART 1: DATA PROVIDED BY THE CLIENT

The following contract specific data are amendments to The **Standard Professional Services Contract (Third Edition, 3rd edition of CIDB document 1015 of September 2009)** published by the Construction Industry Development Board and are applicable to this Contract.

Clause	
	The Employer is the City of Ekurhuleni
3.4 and 4.3.2	The Authorised and Designated representative of the Employer is: Name: Ms. Zamantungwa Zwane
	The Employer's address for receipt of communications is: City of Ekurhuleni- Kempton Park Civil Centre, Old Pretoria and C.R Swart road. E-mail: Zamantungwa.Zwane@ekurhuleni.gov.za

Clause	
3.5	For location of the works and project data see Site Information section C4.
3.11	The Service Provider shall deliver the Services in accordance with the programme for each Works Order or Instruction as provided for in 3.14.
3.11	The penalty for failing to submit any of the documentation on time in accordance with an agreed program is R1000.00 per day. The limit of penalties is 10 (ten) % of Fees payable in terms of the particular works order or instruction.
3.14	A Programme for the performance of services per Works Order/Instruction shall be submitted within 7 days of the receipt of such Works Order or Instruction.
4.4	Delete and replace with” The Service Provider shall appoint, according to contract, and be paid for work done by its subcontractors (sub-consultants) according to the Pricing Data.”
4.6	Add-Administer construction contract according to “General Conditions of Contract for Construction Work (2015) as issued by the South African Institute of Civil Engineering as amended by Employer.
4.7	All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents: • An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number) • An original cancelled cheque (if applicable) • An original letter on the bidding entity’s letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
4.7	Add new paragraph” The Employer reserves the right, by giving written notice to the Consultant, to stop the progress of a particular project/stage at any time. Should the Employer exercise this right, the Employer will pay the Consultant for work done and expenses incurred only up to the time that the notice was given.”
5.2	Add the paragraph” The Service Provider shall keep strict control of expenditure on the construction contracts and of its fee and motivate the reasons if additional funds are to be made available by the Employer. The Service Provider shall report in writing to the Employer in good time so as not to delay the progress of the Works.”
5.4.1	The Service Provider is required to provide the following insurance (And Proof):
13.4	Insurance against Risk in performing professional services (Professional Indemnity cover) and Public Liability insurance.
13.5	Limit of compensation (i) For Professional Indemnity Insurance, the amount equal to the total of the professional fee for the project as entered in the Offer and Acceptance form or the proceeds the consultant is entitled to receive under its insurance, whichever is higher. (ii) Minimum R 5 000 000 per occasion for public liability

Clause		
		insurance
	Duration of professional indemnity Insurance and duration of liability.	For a period of 3 years after issue of the final report for the whole project.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Commencement of detailed final design. 2. Commencement of construction stage. 3. Appointing Subcontractors (sub consultants) and other service providers for the performance of any part of the Services	
9.1	Copyright of documents prepared by the Service Provider for any stage of the Project is vested with the City of Ekurhuleni	
9.3	Change "shall have no right" to "shall have the right".	
11	The Service Provider is deemed to have all skills necessary to provide the services detailed in the Scope of Work and Pricing Data.	
12.1.2	Settlement of disputes is to be by Adjudication. Settlement of disputes is to be in terms of The Standard Professional Services Contract (Third Edition, 3rd edition of CIDB document 1015 of September 2009) published by the Construction Industry Development plus a signed full bid document will act as a full legal document, Provisions of the Local Government: Municipal Finance Management Act 56 of 2003 ("the MFMA") and a signed Service Level Agreement will form part of this Contract, in the event that there is a discrepancy between the Standard Professional Services Contract and the MFMA, provisions of the MFMA shall prevail.	
13.6	Delete this clause.	
14	Remuneration and reimbursement shall be as set out in the Pricing Data.	
15	Interest determined by applicable law.	
35.1.5	CLAUSE 35.1.5 ADD THE FOLLOWING: "Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion - (i) Contract Works Insurance; (ii) Public Liability Insurance; (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association; in the name of the Contractor (including all Sub-Contractors) and Municipality's	

Clause	
	insurable interest must be noted in the policy. A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion. The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary. The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable. Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Municipality should be obtained from the Municipality's Broker. The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued. "
35.9	ADD THE FOLLOWING: "In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Municipality, and the claim submitted shall cover all costs to repair and make good in terms of Sub-clause 35(1)(b). The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the Municipality who will pay such amounts to the Contractor on certificate of the Engineer in terms of Clause 47 as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."
35.10	ADD THE FOLLOWING: "The Executive Manager Insurance & Risks – will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
5.1	The Service provider is	
5.3	The authorised and designated representative of the Service Provider is:	
	Name:	
	The Service Provider address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

CITY OF EKURHULENI
WATER AND SANITATION DEPARTMENT
CONTRACT NUMBER: PS-WS 15-2026

BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND
MAINTAIN MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO
COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029**

Pricing Data (C 2)

- C2.1 Pricing Instructions
- C2.2 Schedule of Activities

CITY OF EKURHULENI

CONTRACT NUMBER: PS-WS 15-2026

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN THE WATER AND SEWER HYDRAULIC MODELS AND MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029.

C2.1 PRICING INSTRUCTIONS

Activity Schedules

The quantities set out in the Activity Schedule are only approximate quantities annually since the amount of work to be done is “as and when” i.e. unknown. The quantities given are therefore neither warranted nor guaranteed, but reflected purely for evaluating purposes. The quantities of work done / services rendered and finally accepted and certified for payment, and not the approximate quantities/sums given in the Activity Schedule shall be used to determine payments to the Service Provider.

Unless otherwise specifically provided in the Activity Schedule, the rates and percentages tendered are deemed to include for the full inclusive cost and expenses that may be required for the provision of services, and shall cover the cost of all general risks, insurances, profits, taxes, consultant head office costs/markups, obligations set forth or implied in the documents on which the Bid is based. All rates tendered must exclude VAT, as VAT is added at the end only).

Unless specifically provided, no transport / travelling expenses and other costs will be paid under this contract. Rates quoted are deemed to include for transport / travelling expenses and other related costs.

Further description of pricing instructions in the Activity Schedules:

Item 1: Update and Maintenance of MIS (Municipal Infrastructure System)

Item 1.1: Update of water and sanitation related information

The rates tendered for updating and maintaining the Management Information System (i.e. IMQS or equivalent) shall include for the full cost of all aspects as listed in the Activity Schedule under this main item and including all other costs and expenses related to the obtaining and engagement of such information with other consultants, depot staff, other City of Ekurhuleni employees and/or developers.

Where hourly rates are specified, payment will only be affected once comprehensive time sheets have been submitted indicating the activity that is being claimed for, the actual time spent, staff category claimed for and appropriate signed off.

No other methods of measurement and payment are applicable.

Item 1.1.1: Routine tasks

The tendered lump sum shall include the full cost and all expenses required to ensure that the respective line items are adequately actioned. It should however be noted that some of the listed activities under this payment item shall be dealt with on an as and when basis. Permission in writing must be obtained from the COE (Contract Manager) before work is undertaken. This item will be paid pro-rata to the percentage completion on this process.

Item 1.1.2: Monthly update and deliverables required

The tendered rate for monthly update and deliverables shall include the full cost for each respective sub-item in the Activity Schedule. The rate shall also include additional engagements with depot staff, other Ekurhuleni officials, and/or developers in order to obtain the required as-built information to update the respective water and sewer models (including ERWAT information). This item will be paid monthly upon completion on this process. The tendered rate shall include for the proper reporting and required investigation for such reporting in an agreed format to the Water and Sanitation Department.

The tendered rate shall also include for any additional investigation / interrogation of data and information as and when required by the project manager in order to have accurate data / information within reporting.

Item 1.1.3: Quarterly update and deliverables required

The tendered rate for quarterly updates and deliverables required shall include for all costs and/or expenses required ensuring that accurate reporting on data / information can be done. The tendered rate shall also include for any additional investigation / interrogation of data and information as and when required by the project manager in order to have accurate data / information within reporting. This item will be paid quarterly upon completion on this process.

The rate shall cover the cost for the additional effort from the Service Provider to ensure that proper and adequate evidence to substantiate the data / information and / or results, are satisfactorily achieved to be submitted to Council.

The above is crucial for the performance indicators of the Water and Sanitation Department and shall not be compromised in any way whatsoever.

Item 1.1.4: Annual update and deliverables required

The tendered rate for this payment item shall cover the cost and all expenses required to ensure that the respective line items are adequately actioned. It should however be noted that some of the listed activities under this payment item, shall be dealt with on an as and when basis, whereas others are compulsory. This item will be paid annually upon completion on this process.

The as and when payment items shall be requested in writing prior to such payment item can be utilized.

Item 1.1.5: Other tasks to be performed as required

These activities are not necessarily included in other payment items above and shall be treated on an as and when basis. However, certain payment items under this shall be required on a monthly basis to be submitted together with monthly payment certificates.

It should be noted that flow loggings and flow measurements under this section of the Activity Schedule shall only be payable, when such instruction in writing has been issued.

Where hourly rates are specified, payment will only be affected once comprehensive time sheets have been submitted indicating the activity that is being claimed for, the actual time spent, staff category claimed for and appropriate signed off.

The rates tendered under the above payment items shall include all costs and/or expenses in order to ensure the effective action and resolution on the respective payment line items within this section of the Activity Schedule. Permission in writing must be obtained from the COE (Contract Manager) before work is undertaken. This item will be paid pro-rata to the percentage completion on this process.

Item 2: Upgrade and/or Purchasing of software licenses

This payment item shall only be utilized once an audit has been executed on the need for such licenses within the Water and Sanitation Department. The latter is not without saying that the required training should be done with the relevant / identified officials, which is covered under a separate payment item elsewhere in the Activity Schedule.

The tendered rate under this sub-section shall include for all costs and expenses required to ensure successful installations on identified laptop / PCs of officials. It should be noted that the Service Provider shall engage the City of Ekurhuleni's ICT Department in this process in order to ensure that where upgrades of laptop and/or PCs are required, that it can be adequately addressed.

It should thus be noted that the tendered rate shall **not** include for any upgrade and / or replacement of any hardware within the Water and Sanitation Department.

Software licenses and renewal are functions of ICT within the City and after year 1 of the contract, all software related items may be handed over to ICT for management subject to integrating requirements for user department (Water and Sanitation) in their existing equivalent software. Bidders are to note that detailed feasibility assessments of specified software are underway to ensure that ICT can take over the function within 1 year of tender award subject to ensuring full scope cover for user department in their software. Bidders are to note that this scope of contract may not be required after year 1 of the contract.

Item 3: Hourly Rates for Staff for activities not included in the quoted rates

The Water and Sanitation Department has approved and is currently utilizing the Infrastructure Management Query System (IMQS) for its information system on master planning and hydraulic analysis.

This payment line item has been included in the Activity Schedule to cater for any additions and/or requirement identified by the Water and Sanitation Department and/or the Auditor General. The tendered rate under this section shall include only for any minor upgrade and/or extension within the IMQS information system or equivalent. Permission in writing must be obtained from the COE (Contract Manager) before work is undertaken.

Where hourly rates are specified, payment will only be affected once comprehensive time sheets have been submitted indicating the activity that is being claimed for, the actual time spent, staff category claimed for and appropriate signed off.

Item 4: Training and Skills transfer

It should be noted that the staff within the Water and Sanitation Department requires on-going training in utilizing the IMQS information system also requires skills transfer to evidently build skills capacity within the Water and Sanitation Department. Thus the Activity Schedule has been listed with various training areas.

The tendered rate for each of these training and/or skills transfer activities shall include for the proper training and accredited skills transfer in order for the department to commence these functions in-house.

The bidder shall include all cost/expenses for training on IMQS the following activities:

- Training of new IMQS user/s;
- Group Training of IMQS users on updates and refresher/advanced training;
- Training on WADISO (or equivalent) application;
- Training of "new" Wadiso (or equivalent) user/s;
- Group Training of Wadiso (or equivalent) users on updates and refresher/advanced training;

- Training on Sewsan (or equivalent) application;
- Training of “new” Sewsan (or equivalent) user/s;
- Group Training of Sewsan (or equivalent) users on updates and refresher/advanced training;
- Training on Swift / Swift+ (or approved equivalent) application;
- Training of “new” Swift (or approved equivalent) user/s;
- Group Training of Swift users on updates and refresher/advanced training;

Items 1, 2, 3 & 4: Hourly Rates

It should be noted that any claims made under these items, will be subject to the following:

- Require a formal submission/proposal of how many hours per category will be involved against a particular activity.
- Submission for payment claims shall be accompanied with adequate sign-off timesheets by superior/s.

PENALTIES

Penalties will apply for each activity listed in item above not done or submitted late. The municipality may at any time request a detail activity plan for purposes of performance monitoring. Penalties will be deducted for each item that is not completed and/or submitted with the time agreed with the CoE Project Manager. The penalties will be issued per day late completion or submission. Penalties will be deducted from the payment certificate monthly.

ITEM	DESCRIPTION	UNIT OF MEASURE	RATE
	PENALTY OF LATE COMPLETION AND/OR SUBMISSION OF TASKS/ACTIVITIES		
	Routine updates and deliverables as per description of service or SOW (Scope of Works):	Per item per day	R 1000.00
	Monthly updates and deliverables as per description of service or SOW (Scope of Works):	Per item per day	R 1000.00
	Quarterly updates and deliverables as per description of service or SOW (Scope of Works):	Per item per day	R 1000.00
	Annual updates and deliverables as per description of service or SOW (Scope of Works):	Per item per day	R 1000.00

CITY OF EKURHULENI

CONTRACT NUMBER: PS-WS 15-2026

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN THE WATER AND SEWER HYDRAULIC MODELS AND MASTER PLANS OF THE WATER AND SANITATION DEPARTMENT IN ORDER TO COMPLY WITH RELEVANT LEGISLATION FROM DATE OF AWARD UNTIL 30 JUNE 2029.

C2.2 ACTIVITY SCHEDULE

C 2.2.1 FEE PROPOSAL GUIDELINES

Please take note of the following guideline and use this guideline, as amended, to gauge your tendered price for professional services offered. The time based services will follow the Guideline Scope of Services and Professional Fees (Scope of Services and Professional Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) as gazetted (Government Gazette No. 52691, dated 16 May 2025) on behalf of the Engineering Council of South Africa (ECSA). The latest Government gazette tariffs will be applicable at the date of the invoice. The discount offered will be applicable to these tariffs.

Refer to the pricing instructions amending the ECSA Guidelines.

C 2.2.2 SCHEDULE OF QUANTITIES

PLEASE READ THE SCOPE OF WORK PRIOR TO THE COMPLETION OF THIS SECTION. THE QUANTITIES LISTED BELOW ARE PROVISIONAL ONLY AND NOT GUARANTEED, AND WILL ONLY BE USED FOR THE EVALUATION OF THE BID. ALL QUANTITIES WILL BE REMEASURED AS WORK PROGRESSES BUT MUST BE AGREED TO AND CERTIFIED BY THE ENGINEER PRIOR TO THE SUBMISSION OF PROGRESS PAYMENT CERTIFICATES.

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
1	Update and Maintenance of MIS				
1.1	Update of water and sanitation related information				
1.1.1	Routine tasks as per description of service or SOW (Scope of Works) Items (a) – (n)				
1.1.1.a	Create and maintain links between models (nodes in Wadiso / manholes in Sewsan or equivalent), Swift data and GIS Cadastre. Update physical hydraulic models (Wadiso & Sewsan or equivalent) with new as-built information quarterly.	No.	12		
1.1.1.b	Update appurtenant information on GIS (valves-, hydrant-, stand connection detail). Update the water distribution zones and sewer drainage areas boundaries to match updated models quarterly.	No.	12		

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
1.1.1.c	Evaluate and analyse existing water and sewer systems (Wadiso / Sewsan or equivalent). Update the potential future developments. Update the future models for water and sewer quarterly.	No.	12		
1.1.1.d	Assess flagship projects of Council in terms of its impact on the water and sewer models and associated cost of future/upgrade master plan elements	No.	4		
1.1.1.e	Perform integrated planning between models quarterly. (ERWAT, Rand Water, neighboring municipalities)	No.	12		
1.1.1.f	Evaluate and propose integrated procedures to optimise operation of the systems. This must include, where required, the creation of time simulation procedures in the water and sewer models to evaluate potential optimization procedures quarterly.	No.	12		
1.1.1.g	Update master plan cost tables (items and projects) for water and sewer quarterly.	No.	12		
1.1.1.h	Update demand forecasting in conjunction with Rand Water requirements annually	No.	3		
1.1.1.i	Capture maintenance and CCTV data into IMQS or equivalent	m	1000		
1.1.1.j	Capture township application data into IMQS or equivalent monthly.	No.	36		
1.1.1.k	Comment on each new COE capital project at feasibility and at detailed design stage.	No.	10		
1.1.1.l	Establish a water quality Model using Wadiso or equivalent model as source data annually.	No.	3		

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
1.1.1.m	Evaluate, on a six monthly basis, the risk of redundancy potable water supply from Rand water and within the municipal water network	No.	6		
1.1.1.n	Determine opening and closing volumes at beginning and end of each financial year.	No.	3		
1.1.2	Monthly updates and deliverables as per description of service or SOW (Scope of Works) Items (a) – (d)				
1.1.2.a	Add new GIS cadastre	No.	36		
1.1.2.b	Report on Swift model water related data	No.	36		
1.1.2.c	Report discrepancies between various services in the billing system whilst concluding on the water balance	No.	36		
1.1.2.d	Report on a verified water balance in terms of the agreed standard template (e.g. IWA standard).	No.	36		
1.1.3.	Quarterly updates and deliverables as per description of service or SOW (Scope of Works) Items (a) – (g)				
1.1.3.a	Update of the asset registers for water and sewer systems to include age, material, condition and class, etc.	No.	12		
1.1.3.b	Export all water and sewer network and appurtenant data to the COE Corporate GIS	No.	12		
1.1.3.c	Report on zonal NRW results	No.	12		
1.1.3.d	Report on Wadiso / Sewsan (or equivalent) present and future models	No.	12		
1.1.3.e	Updated master plan item and project tables	No.	12		
1.1.3.f	Update plan / field books, used by the Depot staff in daily operations and integrate with COE's Water Management system (WMS)	No.	12		

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
	utilized by Operation staff.				
1.1.3.g	Update data and export on a continuous basis to the asset register	No.	12		
1.1.4	Annual updates and deliverables required				
1.1.4.a	Analysis of water and sewerage tariffs with the Swift (or equivalent) program. Including the analysis of the effect of price elasticity as well as the overall effect on the monthly cost of services to specific consumer sections/categories, such as poor communities and industries.	No.	3		
1.1.4.b	Analyses of water / sewer billing and bulk meter data with the Swift (or equivalent) program. Including the standard Swift (or equivalent) reporting with the addition of account related reporting using the Swift (or equivalent) plus functionality.	No.	3		
1.1.4.c	Analysis of services comparisons in the billing system	No.	3		
1.1.4.d	Report on NRW calculations on a zone-by-zone basis with Swift	No.	3		
1.1.4.e	Assist with the Update / review of the WSDP components on an annual basis. Adjust data when and where required to the latest requirements.	No.	3		
1.1.4.f	Assist with Update / review of the WSDP on an annual basis, when required. The specially developed IMQS WSDP module must be edited to provide the annual update / review of the WSDP and related report in terms of DWS's latest format. This includes the	No.	3		

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
	DWS benchmarking and KPI sets (e.g. RPMS data).				
1.1.4.g	Prioritisation process to include for sewer pump stations, backlog studies, asset management, WDM, etc.). Assist with the prioritisation/sequence and commenting on projects for the annual capital budget.	No.	3		
1.1.4.h	Align approved capital budget with master plan and update phasing of projects not included in the budget. Obtain current capital project details and ensure it is aligned with the master plans.	No.	3		
1.1.4.i	Time simulation of the water and sewer models at least once a financial year.	No.	3		
1.1.5	Other tasks to be performed as and when required as per description of service or SOW (Scope of Works) Items (a) – (i)				
1.1.5.a	Monthly progress report in electronic format or a memory stick of all updates executed during the month.	No.	36		
1.1.5.b	A Quarterly high level report to HOD and MMC in a format and content to be agreed upon	No.	12		
1.1.5.c	Attend bi-monthly progress meetings with COE Officials as requested.	No.	18		
1.1.5.d	Attend ad-hoc meetings with Management / COE Officials	No.	10		
1.1.5.e	Conduct sewer and water capacity studies on an as-and-when basis for the Sustainable Human Settlement Department and flagship projects	No.	10		

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
1.1.5.f	Survey and verification of existing sewer pipelines and associated infrastructure as and when required	m	1500		
1.1.5.g	Pressure test as and when required	No.	200		
1.1.5.h	Flow test as and when required	No.	100		
1.1.5.i	Flow measurements at pump stations and identified strategic measuring points as and when required	No.	40		
1.1.5.j	Provide input in determining the sensitivity of tariff setting as and when required	No.	3		
SUB-TOTAL A (Update and Maintenance of MIS- Only when formally instructed as and when required)					
2	UPDATING AND/OR PURCHASING OF SOFTWARE OR LICENSES FOR:				
2.1	Purchasing of Wadiso software (or equivalent) for staff	No.	2		
2.2	Purchasing of Sewsan software (or equivalent) for staff	No.	2		
2.3	Purchasing of swift+ software (or equivalent) for staff	No.	2		
2.4	Upgrade of IMQS (or equivalent) license	Yearly	3		
2.5	Update of outstanding software maintenance agreement on existing Wadiso / Sewsan /Swift+ (or equivalent) software (to latest version) per license.	No.	4		
2.6	Yearly update of Wadiso / Sewsan /Swift+ (or equivalent) software (to latest version) per license.	No.	4		

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
SUB-TOTAL B (Upgrade and/or Purchasing of software licenses)					
3	HOURLY RATES FOR STAFF FOR ACTIVITIES NOT INCLUDED IN THE QUOTED RATES				
3.1	Project Director	hr.	10		
3.2	Professional Engineer/Technologist	hr.	60		
3.3	Water Quality Modelling Specialist	hr.	50		
3.4	Technologist (Master Planning and Hydraulic Analysis)	hr.	50		
3.5	Civil Engineering Technician (Master Planning and Hydraulic Analysis)	hr.	50		
3.6	Programmer	hr.	50		
SUB-TOTAL C (Hourly rates for staff for activities not included in the quoted rates)					
4	USER TRAINING AND SKILLS TRANSFER				
4.1	Training for IMQS				
4.1.1	Training of "new" IMQS user (General IMQS training)	hr/person	40		
4.1.2	Group Training of IMQS users on updates and refresher training (General IMQS training)	per hr/per group	80		
4.2	Training for WADISO (or equivalent)				
4.2.1	Training of "new" user	per hr/per person	50		
4.2.2	Group Training of users on updates and refresher training	per hr/per group	80		
4.3	Training for SEWSAN (or equivalent)				
4.3.1	Training of "new" user	per hr/per person	50		
4.3.2	Group Training of users on updates and refresher training	per hr/per group	80		

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
4.4	Training for Swift+ (or equivalent)				
4.4.1	Training of “new” Swift user	per hr/per person	10		
4.4.2	Group Training of Swift users on updates and refresher training	per hr/per group	80		
4.5	Training for Water Pipe Replacement				
4.5.1	Training of “new” Water Pipe Replacing user	per hr/per person	50		
4.5.2	Group Training of Water Pipe Replacement users on updates and refresher training	per hr/per group	80		
4.6	Training for Sewer Pipe Replacement				
4.6.1	Training of “new” Sewer Pipe Replacing user	per hr/per person	50		
4.6.2	Group Training of Sewer Pipe Replacement users on updates and refresher training	per hr/per group	80		
SUB-TOTAL D (User Training and Skills Transfer)					

SUMMARY OF TOTALS	
	TOTAL AMOUNT (EXCL VAT)
SUB-TOTAL A	
SUB-TOTAL B	
SUB-TOTAL C	
SUB-TOTAL D	
SUB-TOTAL (EXCL. VAT)	
15% VAT	
GRAND TOTAL (INCL. VAT)	

PLEASE NOTE

- THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY.
- THIS BID WILL BE EVALUATED AND AWARDED AS A WHOLE.
- IT IS THE INTENTION OF THE COE TO APPOINT ONE BIDDER.

PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION

Bidders who are not Vat registered will be required to comply in line with Value Added Tax Act.

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R2.3 million in sales within a 12-month period (compulsory VAT registration threshold with effect from 1 April 2026). Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

All prices must be inclusive of VAT, whether the bidder is VAT registered or not.

Evaluation will be based on prices inclusive of VAT.

CONSUMER PRICE INDEX

- **PERIOD ONE (01):** BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID
- **PERIOD TWO (02):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD ONE (01).
- **PERIOD THREE (03):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD TWO (02).

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

CITY OF EKURHULENI
WATER AND SANITATION DEPARTMENT

CONTRACT NUMBER: PS-WS 15-2026

BID DOCUMENT

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO UPDATE AND MAINTAIN THE
WATER AND SEWER HYDRAULIC MODELS AND MASTER PLANS OF THE WATER AND
SANITATION DEPARTMENT IN ORDER TO COMPLY WITH RELEVANT LEGISLATION FROM DATE
OF AWARD UNTIL 30 JUNE 2029.**

Scope of Work

ABBREVIATIONS

AADD	Average Annual Daily Demand
API	Application Programming Interface
CCTV	Closed-Circuit Television
COE	City of Ekurhuleni
CSV	Comma-Separated Values
DTM	Digital Terrain Model
DWS	Department of Water and Sanitation
ERWAT	East Rand Water Care Company
ESRI	Environmental Systems Research Institute
FAR	Financial Asset Register
GIS	Geographic Information System
GDS	Growth and Development Strategy
HOD	Head of Department
HTTP	Hypertext Transfer Protocol
ICT	Information and Communications Technology
IDP	Integrated Development Plan
IMP	Integrated Master Planning
IMS	Infrastructure Management System
IMQS	Infrastructure Management Query System
ISO	International Organization for Standardization
IWA	International Water Association
KML	Keyhole Markup Language
KPI	Key Performance Indicator
MIS	Management Information System
MMC	Member of the Mayoral Committee
MSDF	Metropolitan Spatial Development Framework
NRW	Non-Revenue Water
PM	Project Manager
PRP	Pipe Replacement Prioritisation
ReST	Representational State Transfer
RPMS	Regulatory Performance Management System
RUL	Remaining Useful Life

SDE	Spatial Database Engine
SDF	Spatial Development Framework
SMA	Software Maintenance Agreement
SQL	Structured Query Language
TM	Trademark
UAW	Unaccounted-for Water
WADISO	Water Distribution System Modelling Software
WDM	Water Demand Management
WMS	Water Management System
WSDP	Water Services Development Plan

CLIENT'S OBJECTIVES

The City of Ekurhuleni (COE) is requesting tenders to manage and support its infrastructure management system (IMS) that is currently primarily operated for Water and Sanitation Department.

The information captured in the IMS is the primary source of information for the Water and Sanitation Division. It contains all as-built information of the water and sanitation systems in a (Geographic Information System) GIS format and is used for the analysis and planning of the future and current systems/projects. From this information, plan books for maintenance purposes are issued to all the sections within the Water and Sanitation Department and to other departments that require information on the water and sanitation infrastructure. By incorporating the treasury data on water sold, the Non-Revenue Water (NRW) and water loss within Ekurhuleni are determined and managed. It also includes the continuous capture and update of the information required for and assistance with the yearly finalization of the Water Services Development Plan, No Drop, Blue Drop, Green Drop prestige excellence rewards and the Regulation Performance Management System (RPMS) of the National Department of Water and Sanitation (DWS).

This contract is for the maintenance, operation and update of the water and sewer master plan plus regular modelling and time simulation of the hydraulic models for the Ekurhuleni City, Water and Sanitation Department. The WADISO and SEWSAN modelling software and IMQS and SWIFT software are currently being used. This tender is to support the COE in the planning and maintaining of its water and sanitation infrastructure and ensure proper accounting of its assets within the COE Financial Asset Register (FAR).

The functions of the Service Provider will include the quarterly update of the water and sanitation master-plan, the download of Solar or any other system and the update thereof on the IMQS system on a monthly basis for the Water and Sanitation Department, the update and enhancements of all other maintenance related information onto the IMQS system including as-build plans, the update and enhancements of the Water Service Development Plan (WSDP) modules on IMQS, annual update and enhancement of the Pipe Replacement Prioritization Modules for both water and sanitation, update and enhancement and optimization of the water and sewer systems. Outputs will be electronically available as maps (pdf and shape files), reports, graphs, tables and/or hard copy documents, as and when requested.

Regarding the data, copyright in any document produced, and the patent rights or ownership in anything, system or process devised or designed in the course of this tender shall be vested in the City of Ekurhuleni.

DESCRIPTION OF SERVICE

1.1.1 Routine tasks required

- a) Create and maintain links between models (nodes in Wadiso / manholes in Sewsan), Swift data and GIS Cadastre. Obtain updated cadastre data from Ekurhuleni City Planning Department. Update physical hydraulic models (Wadiso & Sewsan) with new as-built information, to be obtained from COE

depot staff, other consultants & developers, using any equivalent hydraulic models.

- b) Update appurtenant information on GIS (valves-, hydrant-, and stand connection detail). Update the water distribution zones and sewer drainage areas boundaries to match updated models. Ensure that the updated models align with the Financial Asset Register (FAR) of Council.
- c) Evaluate and analyse existing water and sewer systems (Wadiso / Sewsan). Hydraulic analysis and simulation to be performed using the updated models, water demand and sewer flow allocation obtained from the Swift analysis and evaluation of the hydraulic performance and capacity be reported on in IMQS. Update the potential future developments to be included in the master planning, on the basis of changes to Council's GDS, MSDF, SDF and precinct plans, township applications received and updating of areas that have been already been developed. COE to provide this framework information. The latter also includes the densification policy of Council, Urban Renewal initiatives and the migration plan/s of Sustainable Human Settlement Department. Update the future models for water and sewer on the basis of the SDF, construction information, and new proposed township layouts received and report on amendments and/or changes to the current water and/or sewer master plan. Update the future models for water and sewer, by removal of master plan elements for which as built information has become available. This process includes for the re-evaluation of master planning in the light of recent developments and possibly revised SDF and report on amendments and changes.
- d) Flagship projects of Council may from time to time be announced through the IDP and State of the City Address / Budget speech of the Executive Mayor and such projects need to be assessed in terms of its impact on the water and sewer models and associated cost of future/upgrade master plan elements.
- e) Perform integrated planning between models (e.g. bulk and reticulation, and / or neighboring municipality's reticulation systems). The COE sewer system and that of ERWAT must be integrated in a single system that must be treated together in the entire update and master planning process. Perform integrated planning between models (e.g. bulk and reticulation,) and / or neighboring municipality's reticulation systems. The optimal utilisation of the Rand Water system must be evaluated together with Rand Water. This includes e.g. the evaluation of creating own storage in the COE system versus obtaining storage in the Rand Water system. Perform integrated planning between models (e.g. bulk and reticulation), of neighboring municipality's reticulation systems. Optimal cross boundary provision of services with Johannesburg and Tshwane must be evaluated on a continuous basis. Perform integrated planning between models (e.g. bulk and reticulation) of water supply zones which may on emergency cases be supplemented by other supply zones with fully descriptive procedures to operationalize such when required by the operational staff.
- f) Evaluate and propose integrated procedures to optimise operation of the systems. This must include, where required, the creation of time simulation procedures in the water and sewer models to evaluate potential optimization procedure.
- g) Update master plan cost tables (items and projects) for water and sewer.
- h) Update demand forecasting in conjunction with Rand Water requirements annually.
- i) Capture maintenance and CCTV data into IMQS. Data may be from various divisions with the department.
- j) Capture township application data into IMQS.
- k) Comment on each new COE capital project at feasibility and at detailed design stage.

- l) Establish a water quality Model using Wadiso or equivalent model as source data. Ensure extended period time simulation is executed in order to achieve results for water quality modelling.
- m) Evaluate, on a six monthly basis, the risk of redundancy potable water supply from Rand water and within the municipal water network.
- n) Determine opening and closing volumes at beginning and end of each financial year.

1.1.2 Monthly updates and deliverables required. Permission to be granted prior by PM for activities to be done.

- a) Add new GIS cadastre
- b) Report on Swift or any equivalent approved model water related data.
- c) Report discrepancies between various services in the billing system whilst concluding on the water balance.
- d) Report on a verified water balance in terms of the agreed standard template (e.g. IWA standard).

1.1.3 Quarterly updates and deliverables required

- a) Update of the asset registers for water and sewer systems to include age, material, condition and class, etc. including further requirements from the Auditor General.
- b) Export all water and sewer network and appurtenant data to the COE Corporate GIS.
- c) Report on zonal NRW results.
- d) Report on Wadiso / Sewsan (or equivalent) present and future models.
- e) Updated master plan item and project tables.
- f) Update plan / field books, used by the Depot staff in daily operations and integrate with COE's Water Management system (WMS) utilized by Operation staff.
- g) Update data and export on a continuous basis to the asset register being updated in accordance with the business rules set by the integrated asset Management System of Council.

1.1.4 Annual updates and deliverables required

- a) Analysis of water and sewerage tariffs with the Swift (or equivalent) program. Including the analysis of the effect of price elasticity as well as the overall effect on the monthly cost of services to specific consumer sections/categories, such as poor communities and industries.
- b) Analyses of water / sewer billing and bulk meter data with the Swift (or equivalent) program. Including the standard Swift (or equivalent) reporting with the addition of account related reporting using the Swift (or equivalent) plus functionality.
- c) Analysis of services comparisons in the billing system.
- d) Report on NRW calculations on a zone-by-zone basis with Swift (or equivalent). These calculations must be verified and certified and apart from being reported on in the standard IMQS format also reported on in the IWA compliant format.

- e) Assist with the Update / review of the WSDP components on an annual basis. Adjust data when and where required to the latest requirements.
- f) Assist with Update / review of the WSDP on an annual basis, when required. The specially developed IMQS WSDP module must be edited to provide the annual update / review of the WSDP and related report in terms of DWS's latest format. This includes the DWS benchmarking and KPI sets (e.g. RPMS data).
- g) Prioritisation process to include for sewer pump stations, backlog studies, asset management, WDM, etc.). Assist with the prioritisation/sequence and commenting on projects for the annual capital budget.
- h) Align approved capital budget with master plan and update phasing of projects not included in the budget. Obtain current capital project details and ensure it is aligned with the master plans.
- i) Time simulation of the water and sewer models at least once a financial year.

1.1.5 Other task to be performed

- a) Monthly progress report in electronic format plus a link or memory stick all updates executed during the month.
- b) A Quarterly high level report to HOD and MMC in a format and content to be agreed upon.
- c) Attend bi-monthly progress meetings with COE Officials
- d) Attend ad-hoc meetings with Management / COE Officials
- e) Conduct sewer and water capacity studies on an as-and-when basis for the Sustainable Human Settlement Department and flagship projects.
- f) Survey of existing sewer pipelines, manholes and associated infrastructure on an as-and-when-required basis, including the measurement of pipe sizes, invert levels, manhole depths, connections, flow direction and other information required for verification of the existing sewer network and its hydraulic capacity. The service provider shall comply with all applicable health and safety requirements and the City of Ekurhuleni's health and safety procedures
- g) Pressure test as and when required.
- h) Flow test as and when required.
- i) Flow measurements at pump stations and identified strategic measuring points as and when required.
- j) Provide input in determining the sensitivity of tariff setting as and when required.

Information to be displayed on the IMQS System or equivalent

For water and sewer

Layout of the system (Pipes, pumps, valves, tanks etc.)

All technical system information (e.g. diameters, volume, photos, video clips, CCTV, etc.)

Pipe diameter map

Minimum pressure map
 Static pressure map
 Flow velocity map
 Flow rate map
 Pipe materials map
 Distribution systems map
 Pipe elevation map
 Map indicating year of construction
 Pressure class map
 Node output map
 AADD Scenario maps
 Map showing future system
 Future pipe diameter map
 Future static pressure map
 Future demand map
 Future velocity map
 Future Flow rate map
 Future pipe elevation map
 Future pipe phasing map (immediate, 1- 2 years, 3-5 years, 5-10 years, 11-20 years Future node output map)
 Future AADD Scenario maps
 Future distribution zones map
 Future development areas map
 Future Land use map
 Informal areas service levels map
 Suburb status map
 Suburb proclamation date map
 Future master Items map
 Any other thematic query required by the Water and Sanitation Department

Reports

System summary table (e.g. total length of pipe, total volume of storage, etc.)

Table of current replacement value of system

Water pipe list

Water pump list

Water control valve list

Reservoirs and tanks list

Pressure tower list

List of water supply sources

Table of all master plan items and their cost and phasing

Future water pipe list

Future water pump list

Future control valve list

Future reservoirs and tanks list

Future pressure tower list

Action report

Future Systems Report per supply zone

Graphs

Time simulation graphs for every pipe, showing e.g. peak week flow rate vs. time

Time simulation graph for every node, showing e.g. peak week pressure vs. time

Pipe cost graphs

Storage (Reservoir/tower) cost Graphs

Pipe lengths per diameter

Pipe values per diameter

Pipe length vs date

Reservoir/ Tank Volumes

Reservoir/Tank Values

Storage volume vs date

Cost Functions

For the sewer system Maps

Layout of system (Pipes, Pumps, Diversion structures etc.)

All system information (e.g. diameter, inverts, slopes, photos, video clips, CCTV, etc.)

Pipe diameter map

Pipe Roughness map

Maximum flow rate map

Flow velocity map

Pipe capacity Map

Spare capacity map

Drainage zone map

Pipe material map

Pipe installation year map

Pipe integrity map

Pipe invert level map

Upstream inflow volume map

AADD Scenario maps

Drainage areas map

Future system map

Map showing future master plan items

Future pipe diameter map

Future pipe roughness map

Future pipe capacity map

Future full flow velocity

Future drainage system map

Future flow rate map

Future velocity map

Future spare capacity map

Future pipe phasing map

Future invert levels map

Future upstream inflow map

Future AADD map

Future drainage areas map
Future development areas map
Future land use map
Informal areas service level map
Suburb Status
Suburb proclamation date map
Any other thematic query

Reports

System summary Table (e.g. total length of pipe, number of pump stations etc.)
Table of current replacement value of system
Gravity pipe diameter report
Rising main diameter report
Gravity pipe list
Rising main pipe list
Sewer pump list
Treatment plant list
Table of all master plan items and their costs and phasing
Future system summary

Graphs

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

For the Treasury Data (Swift water and sanitation)

Maps

Stands coloured in accordance with land use
Stands coloured in accordance with water usage

Stands coloured in accordance with occupancy/vacancy

Stands coloured in accordance with zoning rights

Stands coloured in accordance with actual / interim / no meter readings

Stands coloured in accordance with ratio of last month's uses vs. previous 11 months (to detect potential leaks)

Stand coloured in accordance with ration of last 3 months use vs. previous 9 months (to detect illegal by-passes)

Stand coloured in accordance with their total water demand

Stands metered map

Stand coloured in according to the water tariff

Stands coloured in accordance with meter adjustments

Stands coloured in accordance with last consumption in kl

Stand coloured in accordance with period of constant consumption

Stand coloured in accordance with indigent status

Distribution zones coloured in accordance with AADD

Distribution zones coloured in accordance with UAW

Suburbs coloured in accordance with AADD

Suburbs coloured in accordance with UAW

Suburbs coloured in accordance with unit water demands

Any other thematic query required by the Water and Sanitation Department

Reports

Per distribution zone report of AADD unit water demands, land use profile.

Per suburb report of AADD, unit water demands, land use profile.

Report an all large users in the system (e.g. > 20 kl/d)

Customer profile report e.g. number of residential users between 0–6, 6–12 kl/month.

Income report based on water tariff structure and customer profile

Income report based on sanitation tariff structure and customer profile

Graphs

Bar chart of water use or unit water demands per suburb/zone/land use.

Bar charts of land use per suburb/zone.

Bar charts of UAW per suburb/zone.

Pie charts of water use or unit water demands per suburb/zone/land use.

Customer profile histogram, showing number of users, AADD, and income in each category

For water maintenance data

Maps

Map indicating new connection with each stand coloured according to size of connection

Map indicating where meter audits have been performed with each reason/finding in a different colour

Map indicating where maintenance has been performed and reason for maintenance

Map indicating where pipe maintenance has been performed and reason for maintenance

Map indicating no of tasks on or next to a property

Map indicating reasons why tasks were performed

Map indicating type of tasks routine, new construction.

Map indication activity Costs

Map indicating number of credit control actions taken on stand

Map indication number of reconnection of service after credit control actions on stand

Any other thematic query as required by the Water and Sanitation Department

Reports

Maintenance task report

High / costly elements of the water network to be investigated

Graphs

Graph showing no of water leaks

Graph indicating no water

Graph indicating pressure quality

Graph indicating task Groups

For sewer maintenance data

Maps

Map indicating new connection with each stand coloured according type of connection

Map indicating construction work executed

Map indicating where repairs has been done has been performed and reason repair

Map indicating where sewer blockages occurred

Map indicating no blockages on or next to a property

Map indicating reasons why blockages occurred

Any other thematic query

Reports

Maintenance task report

High / costly elements of the sewer network to be investigated

Graphs

Graph showing construction repairs

Graph indicating main Blockages

Graph indicating private blockages

Graph indicating task Groups

For the Services comparison Module

Maps

Map indicating where rates are levied

Map indicating where water is levied

Map indicating where Sewage are levied

Map indicating where no services are levied

Map indicating where rates are levied but no services are levied

Map indicating where services are levied but no rates are levied

Map indicating where water is levied but no sanitation

Map indicating where sanitation is levied but no water

Any other thematic query

Reports

Report listing where water is levied but no sanitation

Report listing where sanitation is levied but no water

Report listing where electricity is being levied but no water and/or sanitation

Report where non-vacant rates are being levied but no services.

For the Water Services Development Plan

Maps

Future development areas

Map indicating water quality levels

Map indicating burst, leaks, blockages and new connections

Reports

Populated water services development plan report for the COE

WSDP Report to be generated per region if required

Charts

Historical and projected consumers

Historical and projected water and sanitation services backlog

Historical and projected trends for water balance

Historical and projected trend for treatment effluent use and treated effluent per waste water treatment plant

Historical number of leaks and bursts per number pile

% of complaints and connections addressed within specified time

No of blockages per pipe

No of blockages and connections installed within targeted time

Historical and projected income per income type

Historical and projected expenditure graph

Historical % capital and operational budget spend

For the Indigent Module (if required)

Maps

Stands coloured to indicate indigent customers on billing systems

Stands coloured indicating application status

Stands coloured indicating mismatches between billing system and indigent database

Stands coloured indicating unemployed indigent over the age of 18

Stands coloured indicating income levels of indigent

Stands coloured indicating number of backyard shacks on applications for indigent

Stands coloured indicating type of household of applicants

Reports

List of registered indigent not billed as indigent on VENUS

List of billed indigent not registered as indigent

Newly registered indigent to be updated on billing systems

Report on applications and number of application approved/rejected

Graphs

Level of service supplied to indigent

For Water Services Planning

Maps

Suburb registration dates

Future development area land use

Future development area units

Future development area density

Future development area priority

Township application status

Township application Dates

Reports

List of COE Townships

Future development Areas

Township Application

Development Applications

Informal Areas

Housing Projects

Service Planning Areas

Water Pipe replacement module

Maps

Bulk Water Network Regional Average

Bulk Water Network Regional top

Bulk system Rollup Average

Bulk System Rollup Top

Failure Locations

Water Network Regional Average

Water network Regional top

Network system Rollup Average

Network System Rollup Top

Total Water Network PRP Value

Total Water Network Remaining Useful live

Reports

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

Graphs

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

Sewer Pipe replacement module

Maps

Bulk Water Network Regional Average

Bulk Water Network Regional top

Bulk system Rollup Average

Bulk System Rollup Top

Failure Locations

Water Network Regional Average

Water network Regional top
Network system Rollup Average
Network System Rollup Top
Total Water Network PRP Value
Total Water Network Remaining Useful live

Reports

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

Graphs

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

Sewer Pipe Inspection Module

Maps

Pipe Material
Pipe Diameter
Structural Grading
Structural Grading/Distance
Maintenance Grading
Environmental Grading
Total grading
Pipe rehabilitation

Reports

Pipe Inspection Summary

Graphs

Pipe Lengths per suburb

Pipe Grading per suburb

Reports

Valuation Asset Register

Financial Asset Register

Work in Progress Register

2. Software packages

The current software that is used for this project is the following:

IMQS:

“IMQS is an easy-to-use reporting and querying application. Reporting is done in the form of alphanumeric reports, graphs and GIS type maps.

Reports in all three formats are on selection generated from the basic data and therefore reflect the current status in the data warehouse. All reporting is done in predefined format but allowance is made for customization by the user as well as additions and modifications by IMQS as requested by clients. These would often include standard type documents that need to be generated for reporting to a management or governmental body.

Due to the fact that IMQS is based on a modular concept, where reporting is done per infrastructure or asset type, the user can select to obtain reports or perform queries for a single asset type (e.g. water distribution or sewer conveyance) only, or for multiple asset types simultaneously. The data hierarchy also allows for reporting at different levels of detail.

The total IMQS reporting functionality and data warehouse structure allows for comprehensive reporting on strategic, management and operational level.

This system is to be upgraded / transformed to the newest/latest available version (version 8- web based) that meets the following requirements:

- a) All geospatial tile data shall be available through a HTTP (ReST) web-based service that exposes the same application programming interface (API) provided by Google Maps for delivery of map tiles- all data to be stored on site onto CoE Servers.
- b) Metadata associated with spatial data shall be accessible via a HTTP (ReST) based web services.
- c) Data updates from geospatial sources such as Wadiso and Sewsan shall be automated.
- d) Database schema migrations shall be managed automatically.

- e) Database support, Microsoft SQL.
- f) The geospatial system provides the option of consuming data from ESRI SDE.
- g) Data import formats shall include ERSI shape files, CSV text files and KML.
- h) The system scales to allow web based usage to scale to at least 1000 concurrent web and mobile based users with an option to scale beyond this requirement.
- i) The system allows the import and display of custom aerial photography.
- j) The system supports the visualisation of geospatial layer data from multiple sources including ArcGIS, Open Street Maps, Map Box, Google Maps, Yahoo and Bing.
- k) The functionality offered by the system is consumable by both browser and mobile (Android and iOS) platforms.

Strategic Reporting

IMQS provides comprehensive reporting to serve as support for high level strategic decision making in the process of infrastructure planning, operation and management. This includes reports on potential revenue improvement, future planned projects with budgeting, budget prioritization based on project risk allocation and asset management compliant to accounting practices standards.

Management Reporting

Managers of infrastructure finds IMQS invaluable in providing the reporting required to perform planning of project implementation, monitoring of aspects such as system performance, maintenance efficiency, project progress etc. and being able to produce predefined format updated executive summary reports for decision makers.

Operational Reporting

IMQS provides a detailed reporting platform for day-to-day decision making and action planning by the operational managers of infrastructure. This includes reporting on aspects such as prioritized preventative maintenance or refurbishment of infrastructure, potential faulty infrastructure system components, effects/impact of interventions on system performance and live results of monitoring systems such as meters.

Software Packages- Intellectual Property

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

Present IMQS Software modules

Water design module:

“Wadiso is a comprehensive application built for the analysis and optimal design of water distribution systems which includes the Albion drawing application. The program performs steady state and time simulation analysis with the capability to optimizing pipe, pump and reservoir sizes for planning purposes, as well as water quality modelling.”

Sewer design module:

“Sewsan is a comprehensive application for the simulation, analysis and optimal design of sewer reticulation systems. The program uses the theory of contributor hydrographs for analysis and time simulation to determine the spare capacities in sewer systems taking cognisance of infiltration and leakage.”

Statistics module:

“Swift is a computer program that performs statistical analyses of data in municipal billing databases and provides important information to the Municipal Infrastructure Manager. It also provides a link between the sewer and water distribution models for accurate modelling of the water demand or effluent production.”

Water Pipe Replacement module:

This module prioritise water infrastructure in relation to condition of the pipe for replacement taking into account the likelihood of failure; the consequence of failure the failure frequency and assessed conditions. During this evaluation a RUL is determined for each water pipe in the infrastructure that is used to update the asset register on an annual basis.

Sewer Pipe Replacement module:

This module prioritise sewer infrastructure in relation to condition of the pipe for replacement taking into account the likelihood of failure; the consequence of failure the failure frequency and assessed conditions. During this evaluation a RUL is determined for each water pipe in the infrastructure that is used to update the asset register on an annual basis.

Project Prioritisation module:

This Module assist the CoE to prioritise all elements of its infrastructure according to predefined criteria set by the CoE.

Alternative modules proposed by the service provider must be fully compatible with the IMQS system and / or include for the relevant interface and transferring of data to provide for equivalent or better functionalities. The tendered cost will be comprehensive and inclusive of all development, interfacing, transferring, verifying and testing to provide the tasks and outcomes as specified.

The City is currently using other infrastructure and assets software which is managed by ICT as custodians. As part their strategy to avoid duplication, user departments such as Water and Sanitation are expected to share information for functional assessments by ICT to consider and advise on existing equivalent software and avoid duplications.

Purchase and/or updating of software and/or licenses (or any latest available version)

Water design module: Wadiso

Sewer design module: Sewsan

Statistics module: Swift

The instruction for purchasing of software will be done in writing whenever required and service provider is to indicate timelines for software availability after instruction. Updating of either software listed above may be required where software licenses exists already. Software licensing and purchases is the competency of ICT in the City and a process to transfer function is underway. In this regard, any update or purchase will be done yearly until ICT department can formally take over the function. Bidders are to note that this contract being as and when, instructions to perform software updates or purchase will be issued as and when required. The last Software Maintenance Agreement was done in 2019 and bidder is expected to allow for updating of SMA in line with the last update done on existing software.

3. Hourly Rates

Payment

Project Director	per hr
Professional Engineer/Technologist	per hr
Water Quality Modelling Specialist	per hr
Technologist	per hr
Civil Engineering Technician	per hr
Programmer	per hr

Training and Skills transfer

4. Skills transfer

To enable the city to operate without dependencies on external Professional Service Providers the service provider is to submit a proposed structure during project implementation that will enable the city to operate this function via its own resources eventually. The City will undertake to employ the relevant

personnel/resource after which the service provider will be obliged to train the resources to a level of competency required to operate the system independently.

The skills required within the City will include all of the following personnel but will not be limited to:

- a) Engineering staff for the modelling of Water and Sanitation Infrastructure
- b) Draughts personnel for the capturing of information
- c) GIS co-ordinators for the managing of technical information
- d) Programmers for the customisation of the system where required
- e) Chartered Accountants for the capitalisation / componentization of newly installed infrastructure
- f) Specialist Engineers for the population of SWIFT data and unaccounted for Water analysis
- g) Specialist Engineers for master planning of the water and sewer system in terms of revised Spatial Development Planning
- h) Any other specialist that will be identified during the project that is required for proper maintenance of the system by the City

The service provider must compile a program of skills transfer on instruction of the City after appointment of the above specialists for approval. Monitoring of implementation will be done bi-monthly per management meeting on which progress in terms of the skills transfer program will be presented by the service provider.

The tariff for training must be a fully inclusive tariff that includes the compilation of training manuals and all materials required for skills transfer.

IMQS User training

To provide one to one training for all newly appointed users to familiarize the user with the functionality of the IMQS system, if group as well as individual training for the users.

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

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

Training Background

The Water and Sanitation Department has developed a comprehensive Integrated Master Plan for all its infrastructure, encompassing the Bulk Water systems, the Reticulation water and sewerage systems. Development of the plan was undertaken in consultation with a team of consultants and software suppliers. The project included an important element of skills transfer as to how to update such plans to in-house staff but which for logistical reasons could not be taken to the required self-sufficient level of expertise.

This tender serves to achieve that level of skill and other required aspects such as repeatable processes to enable the sustainable annual updating of the dataset, the models and the master plan in a dynamic developing City environment.

Scope of work (Summary)

The Water and Sanitation Department is committed to building an in-house skills base for this function, as part of a wider staff competency objective. This function is however a highly-specialised area of Civil Engineering work for which extensive practical grounding is required.

The applied training will focus on a small contingent of staff gaining a thorough understanding of the engineering infrastructure's functioning, as well as the principles and best practice required in master planning, of necessity based in the particular software packages currently in use. A base of comprehensive software training must be followed by practical training in its real application in the City of Ekurhuleni.

Different staff will be assigned to different aspects with at least two per aspect to ensure continuity.

Ad-hoc "hand-holding" support will be required from the service provider, to help the staff cope with the ongoing work stream while undergoing practical training in its execution. The level of dependence on the service provider should reduce systematically over the contract term.

A phased approach is called for, with two complete cycles through the model update process being used, the first to provide the bulk of detail training and skills transfer and the second to transfer full responsibility to the in-house team. Focus areas and advanced aspects will form part of the second cycle. A third evaluation phase will be used to remedy any gaps in the team's ability.

The Department has embarked on a Quality Management Process path to obtain comprehensive ISO 9001:2015 accreditation. To this end all processes used must be documented in sufficient detail during the implementation to enable the drafting of ISO-compliant processes for future use.

The contract is to be billed at unit rates, in a term contract which will run from date of award of contract until 30th June 2029.

Phasing

Although indications are that the complete skills transfer process could take up to three years, the Department would prefer to achieve sufficient level of skills sooner, as resources and progress allow. Planning is based on a maximum of 12 months for Phase 1, 12 months for Phase 2 and 6 months for Phase 3 but actual time allocated will be determined by the City's Project Manager and Departmental Head, based on progress and whether the goals have been achieved in each phase.

- 1.1 **Phase 1:** A complete cycle through the model update process is to be used to provide the bulk of skills transfer and main training ground, including for training in the appropriate tools and infrastructure at each step of the logical modelling, planning and reporting sequence.

The cycle should contain at least the following aspects needed in the master planning process:

- Base data and consumption data compilation and analysis, applied in the SWIFT TM (or approved equivalent) software package;
- Water Network modelling, applied in the WADISO TM (or approved equivalent) software package;
- Sewer Network system modelling, applied in the SEWSAN TM (or approved equivalent) software package;
- Treated Effluent network modelling, applied in the WADISO TM (or approved equivalent) software package;

- Integration of Bulk Resources, Water Treatment and Wastewater Treatment planning with these models;
- Finalization, Reporting and Application of results, applied in the IMQS TM software package.

Gathering of the latest base data from various in-house sources will be required, then its analysis, processing and incorporation:

- Cadastral and property information;
- Digital Terrain Model (DTM) ground level grid;
- Rectified Aerial photographic coverage;
- Land use (current, zoned, future planned, known development proposals, housing proposals);
- Infrastructure under implementation or planned to be implemented (The 3- and 10-year Capital Requirements/Capital Budget);
- Infrastructure database in Geographic Information System (GIS) plus related tables such as the Pump station register;

The workflow will be structured by the consultant but as much of the work assigned to the City staff as soon as possible, including for the detail execution level and the project management level.

Application of the model for evaluating land change/ development proposals is a key element to also be covered.

- 1.2 **Phase 2:** Another cycle of updating is to follow, undertaken primarily by the in-house staff with guided support from the service provider. During this phase, focus areas or advanced aspects will need to be mastered.

The trainees will solve practical software application problems, the interpretation and presentation of results, as well as the testing of model validity by calibration techniques.

- 1.3 **Phase 3:** Evaluation of the ability of the in-house team to undertake all aspects of the work, identification and remedy of any weak areas, followed by Independent evaluation of the team's ability by a recognised academic authority, before closeout of the contract.

Training and Skills Transfer

The software to be mastered include WADISO, SEWSAN and SWIFT (or equivalent) and IMQS (Water and Sanitation modules).

As part of phase 1, Intensive classroom training followed up by application skills transfer on all the software packages is required as part of appropriate stages listed under 1.3 above.

A necessary element of the SWIFT (or approved equivalent) application is the need to utilize consumption data as well as bulk and zone meter logging to calculate zonal water balances.

In addition, dedicated training to transfer knowledge of the infrastructure systems to the City staff is crucial in updating, and utilizing hydraulic models in a manner that can be of benefit to the Department.

Ad-hoc support

By this is not meant ad-hoc work undertaken by the service provider and delivered as a complete product but rather enabling the staff to undertake the ad-hoc work themselves to an increasing level as they progress. It will include:

- Understanding and implementing IMP processes and methodology;
- Merging old and new GIS Data;
- Allocating additional elements such as nodes and the associated data such as water demands to the model;
- Conveying a thorough understanding of the bulk and reticulation systems;
- Developing a rational and practical approach to responding to development applications;
- Modelling water, sewer and treated effluent networks;
- Modelling Bulk and Wastewater treatment systems as inputs or outputs to the networks;
- Conceptual design of master planning items;
- Estimating the cost of infrastructure upgrades using unit rates;
- Understanding and applying calibration to the models.

After the initial model update cycle, ad-hoc support from the consultants would be required to support the trainees in dealing with complex models and implementing the complex practice of master planning. This could include any support that may be required to achieve the steps needed for the Integrated Master Planning.

Allowance should be made for different forms this may take: telephonic or email responses, visits at the consultant's office, visits to the client's office, short workshops or additional training sessions.

Detailed and in-depth infrastructure knowledge

Knowledge gained by the consultant's evaluation of the Water and Sanitation's Department entire Infrastructure system across the City, a necessary part of creating or updating a master plan, needs to be transferred to the City staff.

Apart from the civil engineering infrastructure, information on meters for consumer demand and the way these are utilized in the data structures derived from Solar system or equivalent is also required.

This knowledge is also necessary to determine the local and system demand impact of new developments and undertake conceptual planning of new or upgraded master planning items to guide the Department on infrastructure requirement budgeting.

To this end, the consultant's previous extent of experience in planning or design of this particular Department's infrastructure is a functional scoring advantage.

Advanced focus areas: application to a developing City environment

It is desirable for the City staff to make optimal use of the model and its information and hence knowledge of shortcuts, advanced aspects and best practice should be actively addressed during the second and third phases.

Some examples are:

- How to model discrete areas of the network by catchments or zones and then combining the result with the overall model;
- How to handle model version control in a multi-user environment and allow for testing of scenarios by for example standalone copies;
- How to test the impact of some development impact polygons (eg. Higher densities) without changing the model;
- Taking account of pump stations by way of pump curves, peak flow measurements and hydrographs.

Quality Management Process definition

The particular processes necessary for all stages of the City's master planning needs to be clearly defined in detail and the knowledge transferred.

Because the department is ISO 9001:2015 accredited, such processes need to be documented, for repeatability, reliability and quality control. "Swim lane" (responsibility) work flow diagrams will be needed to further document data structure definitions, checklists and process descriptions, with dated version numbering.

The processes must indicate "who, what, where, when, why" to ease adoption thereof.

Aside from all the processes needed especially for the base data gathering and manipulation, those for the model update as well as skills transfer itself must be defined as a standard process for future staff to make use of.

Staff to be trained

The staff to be trained is housed in the Water & Sanitation Department and particularly in the Strategy & Functional Planning Division.

Staff needs to be equipped, with some posts currently vacant and some additional posts possible during the contract.

It is not the intention to train all the staff in all the different functional aspects but to assign at least two to each function for the following reasons:

- Reduce reliance on one person who may become sick or resign.
- They carry a range of responsibilities other than master planning, related to but not confined to it. This reality introduces a risk of inadequate time being allocated during the contract to achieve sufficient immersion in the subject, but management is cognizant of the importance of this work and every effort will be made to control this demand.

- The quantum of what needs to be learned can be somewhat reduced.

Some aspects of IMQS usage or other cross-cutting aspects may require short training periods of all the staff together.

The staff involved includes the Head of the Section (middle management), Engineers, Engineering Technicians, GIS Technicians, Information/Performance Monitoring/Database analysts as well as Technical Assistants.

The three core functions of the section that give an indication of the staff make-up are seen from its name:

- Integrated Planning includes Master planning and its integration across Divisions and with other business plans and strategies such as the City's Integrated Development Plan (IDP), Spatial Plan, Catchment Management plans;
- Strategy includes Strategic Planning, the Departments goals and objectives, business plans, performance indicators, Water Services Development Plan, Annual Report;
- Information Management deals with Information System development and includes systems such as GIS and various integrated systems.

Project Management

During implementation a project plan will be used to manage the project. It will require monthly updating during the execution to ease project management and steer corrective action. Regular monthly project meetings will be held to manage the project.

Coordination of interaction with role-players will be enabled by the City project manager, including the Bulk Water and Sanitation reticulation, Engineering Asset Management and Support Services of the Department as well as external role-players, Corporate Information Systems, Spatial Planners, Town Planning or Human Settlements.

Water Pipe Replacement training

Training should be done at least once every year for all the users of the Water Pipe Replacement system. This training should include all new features that were added to the system. A section "beginners" session must also be done for newly appointed personnel to familiarize them with the program on request from the COE.

Sewer Pipe Replacement training

Training should be done at least once every year for all the users of the Sewer Pipe Replacement system. This training should include all new features that were added to the system. A section "beginners" session must also be done for newly appointed personnel to familiarize them with the program on request from the COE.

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENT
Staffing profile	1 x Project Director
	- Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. - BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. 10 years' experience as an Engineer OR Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).
	1 x Professional Engineer/Technologist
	- Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. - BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. 5 years' experience as an Engineer OR Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).
	1x Water Quality Modelling Specialist
	- Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. - BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. 3 years' relevant experience in Water Quality Modelling.
	1 x Technologist (Master Planning and Hydraulic Analysis)
	- Professional registration with Engineering Council of South Africa as a Professional Engineer OR Professional Engineering Technologist. - BSc OR BEng OR BTech OR Advanced Diploma in Civil Engineering. 3 years' experience as an Engineer OR Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).

EVALUATION ASPECT	MINIMUM REQUIREMENT
	1 x Civil Engineering Technician (Master Planning and Hydraulic Analysis) • National Diploma (NQF Level 6) in Civil Engineering • 2 years' experience as a Civil Engineering Technician in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk). 1 x Programmer • Bachelor's Degree in Information Systems OR Computer Systems OR Post Graduate Information Technology OR equivalent NQF Level 7 Degree in Information Technology • 3 years' experience in the programming of water and sewer related programs or software. OR • Bachelor's Degree in Mathematics OR Statistics OR Electrical or Electronic Engineering. • 3 years' experience in the programming of water and sewer related programs or software.
Financial Ability (Ability to Deliver)	R 2 500 000
Relevant previous Company Experience – Completed Project	<u>CATEGORY A PROJECTS:</u> Establish and Update of a water and sewer master plan Two (2) contactable references where bidder rendered Professional Consulting Services for the Establishment and Updating of a Water and Sewer Master Planning for a Municipality <u>or</u> Water Board <u>AND</u> <u>CATEGORY B PROJECTS:</u> Hydraulic Analysis of water and sewer networks or systems (Including Bulk) Two (2) contactable references where bidder rendered Professional Consulting Services for Hydraulic Analysis of Water and Sewer Networks / Systems (including bulk) for a Municipality <u>or</u> Water Board
Company Registration	Company Registered with ISO 9001:2015

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Financial Ability (Ability to Deliver)

1. Proof of Access to Credit or Financing

A letter or statement from a registered financial institution, issued not more than six (6) months before the bid closing date, confirming that the bidder has access to credit or financing of at least **R2 500 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. Bank Statement(s)

- A stamped bank statement not older than one (1) month from the bid closing date, showing available funds of at least **R2 500 000**

OR

3. Funding Commitments from Development Finance Institutions (DFIs)

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered** Development Finance Institution (DFI), issued not more than six (6) months before the bid closing date, confirming funding of at least **R2 500 000**.

Staffing profile

Project Director (x1)

- Copy of a professional registration with Engineering Council of South Africa as a Professional Engineer **OR** Professional Engineering Technologist.
- Copy of a BSc **OR** BEng **OR** BTech **OR** Advanced Diploma in Civil Engineering.
- CV demonstrating 10 years' experience as an Engineer **OR** Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).

Professional Engineer/Technologist (x1)

- Copy of a professional registration with Engineering Council of South Africa as a Professional Engineer **OR** Professional Engineering Technologist.
- Copy of a BSc **OR** BEng **OR** BTech **OR** Advanced Diploma in Civil Engineering.
- CV demonstrating 5 years' experience as an Engineer **OR** Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).

Water Quality Modelling Specialist (x1)

- Copy of a Professional registration with Engineering Council of South Africa as a Professional Engineer **OR** Professional Engineering Technologist.
- Copy of a BSc **OR** BEng **OR** BTech **OR** Advanced Diploma in Civil Engineering.
- CV demonstrating 3 years' relevant experience in water quality modelling.

Technologist (Master Planning and Hydraulic Analysis) (x1)

- Copy of a Professional registration with Engineering Council of South Africa as a Professional Engineer **OR** Professional Engineering Technologist.
- Copy of a BSc **OR** BEng **OR** BTech **OR** Advanced Diploma in Civil Engineering.
- CV demonstrating 3 years' experience as an Engineer **OR** Engineering Technologist in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).

Civil Engineering Technician (Master Planning and Hydraulic Analysis) (x1)

- Copy of a National Diploma (NQF Level 6) in Civil Engineering
- CV demonstrating 2 years' experience as a Civil Engineering Technician in water and sewer master planning, hydraulic analysis of water and sewer networks / systems (including bulk).

Programmer (x1)

- Copy of a Bachelor's Degree in Information Systems **OR** Computer Systems **OR** Post Graduate Information Technology **OR** equivalent NQF Level 7 Degree in Information Technology
- CV demonstrating 3 years' experience in the programming of water and sewer related programs or software.

OR

- Copy of a Bachelor's Degree in Mathematics **OR** Statistics **OR** Electrical or Electronic Engineering.
- CV demonstrating 3 years' experience in the programming of water and sewer related programs or software.

Please Note:

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation (if applicable).**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

Relevant previous Company Experience – Completed Project

- a) **Category A projects: Establish and/or Update of a water and sewer master planning.**
- Two (02) Signed reference letters **AND** Two (2) respective Appointment Letters on the **Bidder's Client Letter Head (The Signed reference letters AND Appointment Letters must be from the client which the bidder provided the services to)** with contactable references where bidder rendered professional consulting services for the establishment and updating of a water and sewer master planning for a Municipality **or** Water board.

AND

- b) **Category B projects: Hydraulic Analysis of water and sewer networks / systems (including bulk).**
- Two (02) Signed reference letters **AND** Two (2) respective Appointment Letters on the **Bidder's Client Letter Head (The Signed reference letters AND Appointment Letters must be from the client which the bidder provided the services to)** with contactable references where bidder rendered professional consulting services for hydraulic analysis of water and sewer networks / systems (including bulk) for a Municipality **or** Water board.

Company Registration

- Copy of valid ISO 9001:2015 Certificate

NB! Failure to submit the above-mentioned documents will result in disqualification.

SPECIFIC GOAL REQUIREMENT

Points awarded for Specific Goal/s

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME and/or QSE	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	5
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account, Lease Agreement or Affidavit The bidder must submit one (1) of the following, in the name of the enterprise: • A municipal account, issued not more than three (3) months before the bid closing date; OR • A valid lease agreement; OR • An affidavit from the lessor confirming that the bidder occupies the premises, signed by the lessor.	10
Enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	5
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	For persons living with disabilities (If Applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	
TOTAL SPECIFIC GOAL POINTS		20

NB: If bidders do not complete information or submit evidence required they will not be awarded any specific goals points. All evidence **MUST** be submitted at bid closure and **MUST** be valid at the close of bid for point's allocation purposes.

SERVICE LEVEL AGREEMENT

A Service Level Agreement is required for this bid.

PUBLIC INDEMNITY INSURANCE.

- Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims emanating from the use of the property. The Council reserves the right to request proof of the insurance policy's validity at any time during the contract period.
- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such as Comprehensive Public Liability (with Professional Indemnity extensions) and such Insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.