

GAMAGARA MUNICIPALITY



GM2025/132

PROFESSIONAL SERVICES SUPPORT – BLUE DROP, GREEN DROP AND REGULATORY COMPLIANCE FOR A PERIOD OF THREE (3) YEARS

BIDDERS NAME:		
CONTACT NUMBERS	Phone:	Fax:
CSD REGISTRATION NR	MAAA	
BBBEE STATUS LEVEL		
BID AMOUNT:	R _____ (VAT inclusive)	
CLOSING DATE	27 January 2026 10:00	

For Office Use	OFFICIAL STAMP
Official 1:	
Official 2:	

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SECTION 1.1: INVITATION TO TENDER

GAMAGARA LOCAL MUNICIPALITY



BID NOTICE No: GM2025/132

PROFESSIONAL SERVICES SUPPORT – BLUE DROP, GREEN DROP AND REGULATORY COMPLIANCE FOR A PERIOD OF THREE (3) YEARS

Tenders are hereby invited from qualified and experienced service providers to submit bids for the provision of professional support services related to blue drop, green drop and regulatory compliance for a period of three (3) years.

A set of tender documents can be obtained on e-tender portal at www.etenders.gov.za and the municipal website www.gamagara.gov.za

Fully completed tender documents must be placed in a sealed envelope endorsed clearly with the number, title and closing date of the tender as marked above, must be deposited in the tender box at Gamagara Local Municipality's Main Building, Cnr. Hendrick Van Eck & Frikkie Meyer Street, Kathu 8446 by not later than **10:00, 27 January 2026**.

Bids will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2022. The **two-stage evaluation process** will be followed in evaluating this tender. Firstly, it will be evaluated on functionality and thereafter on price and preference for bidders that pass the first stage.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr Ditebogo Sebuasengwe at telephone (053) 723-6000 email sebuasengwed@gamagara.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Mrs Josephine Nampa at telephone (053) 723-6000 email nampaj@gamagara.gov.za

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

MR. L. Seetile
MUNICIPAL MANAGER
P.O. BOX 1001
KATHU
8446

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- Within thirty (30) days of receipt of the notification of contract award, the
- 7.1 successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- The proceeds of the performance security shall be payable to the purchaser as
- 7.2 compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- The performance security shall be denominated in the currency of the contract,
- 7.3 or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- The performance security will be discharged by the purchaser and returned to
- 7.4 the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- If it is a bid condition that goods to be produced or services to be rendered
- 8.2 should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- If there are no inspection requirements indicated in the bidding documents and
- 8.3 no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the
- 8.4 goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with
- 8.5 the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- Goods and services which are referred to in clauses 8.2 and 8.3 and which do not
- 8.6 comply with the contract requirements may be rejected.

- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
 - 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid.
Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 1.3: SPECIAL CONDITIONS OF CONTRACT

1.3.1 Bids shall remain valid for 90 days after the tender closure date.

1.3.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.3.3 Registration on Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.3.4 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.3.5 Compulsory Documentation

1.3.5.1 Tax Clearance Certificate

(a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

1.3.5.2 Municipal Rates, Taxes and Charges

(a) A copy of the bidder's (in the name of the company and/or lease agreement) and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.3.5.3 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

1.3.6 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.3.7 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.3.8 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.3.9 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at Gamagara Local Municipality's Main Building, Cnr. Hendrick Van Eck & Frikkie Meyer Street, Kathu 8446 by not later than 10:00 on 27 January 2026.**

OR

- be mailed to reach the **Tender Box, Gamagara Local Municipality, P.O Box 1001, Kathu, 8446** before the specified closing date and time.

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.3.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.3.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact Gamagara Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Gamagara Local Municipality, it should do so in writing. Any effort by the firm to influence Gamagara Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.3.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.3.17 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.3.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

1.3.19 Contract

(a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.3.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

1.3.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.3.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.3.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions

1.3.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.3.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.3.26 Validity of BEE certificates:

(a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

(c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.3.28 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

1.3.29 Enquiries

Enquiries in connection with this tender, prior to the tender closing date, may be addressed to Mr Ditebogo Sebuasengwe at telephone (053) 723-6000.

SECTION 1.4: TERMS OF REFERENCE

1.0 SCOPE OF WORKS

The service provider will be required to undertake the following tasks:

1.1. Institutional Support

- Ongoing support with Blue Drop, Green Drop and IPAP compliance.
- Guidance and advisory services for integration of compliance documentation into the DWS IRIS portal.
- Annual updates to compliance documentation to reflect any operational or regulatory changes.
- Addressing audits findings raised by DWS

1.2. Blue Drop & Water Safety Plan (WSP) Support

Review and annually update three (3) Water Safety Plans for the following distribution systems:

- Kathu Water Supply System
- Dibeng Water Supply System
- Olifantshoek Water Supply System

WSPs must include:

- Hazard identification and risk assessment
- Process flow descriptions with diagrams and photos
- Operational and compliance monitoring programs
- Improvement/upgrade plans
- Incident management and response protocols
- Management procedures and SOPs
- Verification, validation, and stakeholder sign-off

1.3. Green Drop & Wastewater Risk Abatement Plan (W2RAP) Support

Review and annually update three (3) W2RAPs for the following Wastewater Treatment Works (WWTWs) and their networks:

- Kathu Wastewater Treatment Works
- Olifantshoek oxidation ponds
- Dibeng Wastewater Treatment Works

W2RAPs must include:

- Detailed system assessments
- Hazard identification and risk ranking
- Control measures and operational monitoring
- Improvement and upgrade plans
- Incident response and wastewater monitoring protocols

1.4. Process Audits

- Process Audit for the Kathu Water Treatment Works (Softener Plant)
- Process Audits for the WWTWs listed above (Kathu, Olifantshoek, Dibeng)

1.5. Advisory Services

- Site visits to the three WWTWs
- Review of operational efficiency and plant performance
- Advisory support on improvement actions
- Written advisory reports per visit
- Taking and analysing results on an ad hoc basis
- All testing should be done at SANAS accredited – cross reference samples

1.6. Support in IRIS Uploads and Compliance Submission

- Support in uploading of required documentation and performance data to DWS IRIS
- Coordination with municipal staff to ensure timeous submission

1.7. Project Management and Reporting

- Coordination with sub-consultants, if applicable
- Development of work schedules, review of outputs, and facilitation of stakeholder meetings
- Quarterly progress reports and an annual summary report

1.8. Registration and licensing of WWTW (Kathu, Olifantshoek, Dibeng)

- Assessments, compliance and registration with regulatory requirements
- Review existing licences and renew where it is necessary

1.9. ACCREDITED LABORATORY (compulsory)

The tenderer must make use of an accredited laboratory and must meet the following legal requirements:

- A SANAS, accreditation certification for manufacturer's laboratory and a schedule of accreditation with SANS 1529-1, 241 and
- AN NRCS certificate of designation for manufacturer's laboratory.

1.10. CERTIFIED COPY OF PROFESSIONAL INDEMNITY INSURANCE (compulsory)

The bidding entity must submit proof of professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R10 million in respect of a claim without limiting to the number of claims.

2. CONTRACT PERIOD

The contract period shall be for three (3) years effective from the date of appointment of the successful service provider.

EVALUATION CRITERIA

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- Relevant specification
- Compliance with administrative requirements
- Capability to execute the contract.
- GLM SCM Policy
- PPPFA & associated regulations

Stage 1: Administrative Compliance

- I. Complete MBD forms
- II. Company registration documents
- III. Bidders must submit a soft copy, on a read-only/write protected media containing all the tender/bid documents submission together.
- IV. Municipal current rates account not more than three months old should be submitted for the bidder and directors. In the absence of municipal account, Lease agreement or a dated stamped letter from tribal authority for both bidder and directors.
- V. Original or certified valid copy of BBB-EE Certificate (SANAS accredited) or Sworn affidavit.

Tenderers who do not submit B-BBEE Status Level Verification Certificates on the closing date and time or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process. They will score points out of 80 for price only and zero (0) points out of 10 for B-BBEE and 10 for Locality. Certified valid copy of BBBEE certificate or sworn affidavit (if not submitted take note that, it won't be requested since it is a scoring document)

NOTE:

- a) The JV partners must submit both mandatory and administrative documents for each company.
- b) Preferred JV Bidder will be required to submit a JV bank account and VAT number
- c) The client reserves the right to verify information provided by bidder
- d) The bidders must comply with all terms and conditions including requirements as stipulated in the Tender Documents to be evaluated further.
- e) GLM is not compelled to accept the lowest or any bid.

Please note that the above required documents will be deemed as mandatory to the preferred bidder. Required documents will be requested for submission within two working days and failure to submit will be deemed as non-responsive.

No bid enquiries will be entertained 7 days prior to closing.

STAGE 2: Evaluation on Functionality

Only tenderers that score above the minimum threshold of **70 points** of the maximum points for Quality (Functionality) will be considered.

Functionality criteria	Maximum number of points
Company experience with similar compliance projects	25
Previous experience key staff member in similar works	25
Registered Professional Engineer/ Technologist	15
Professional Scientist	15
Approach Paper (Methodology)	20
Maximum score	100

FUNCTIONALITY WILL BE SCORED AS FOLLOWS:

COMPANY EXPERIENCE WITH SIMILAR COMPLIANCE PROJECTS

The experience of the tenderer as a company (as opposed to key staff members) in providing professional engineering services in Public Sector and Local government space in South Africa over the last 10 years from the date of tender advert.

The project chosen for referencing should be for work done only in the public sector and Local government space / area in South Africa. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert. The description should be put in tabular form with the following headings:

Traceable letter of appointment and reference letter for completed projects in providing professional engineering services in public sector and Local government in South Africa. This experience must only relate to instance where the tenderer acted as the main/principal consultant. One letter on client's letterhead per project completed in providing professional engineering services in Public Sector and Local Government area in South Africa. 5 points to be awarded per letter per project.

NB: For maximum 25 points, 5 points per letters per projects.

[Total 25 points]

SCHEDULE:	DESCRIPTION	PROJECT	POINTS ALLOCATION	TOTAL
COMPANY EXPERIENCE WITH SIMILAR COMPLIANCE PROJECTS	Support Services for compliance related projects (WSDP, WCDM, W2RAPS, etc.)	Project No. 1	5	25
		Project No. 2	5	
		Project No. 3	5	
		Project No. 4	5	
		Project No. 5	5	

PREVIOUS EXPERIENCE KEY STAFF MEMBER IN SIMILAR WORKS

The experience of all the key personnel will be evaluated in relation to their respective academic and professional qualifications and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer. ONE OF THE KEY PERSONNEL MUST BE A REGISTERED PROFESSIONAL ENGINEER / TECHNOLOGIST

For ease of evaluation, the tenderer must cover the following minimum items highlighted below on the CV template.

(NB: The CV must not be more than 3 pages.)

Proposed Position:	Phone:
Years with the Firm:	Cell:
Mailing Address:	Email:
	ID No.:
Name:	

Nationality:	
Education:	
Computer Skill:	
Professional Membership:	Membership #:
Experience:	<u>IN SOUTH AFRICA</u>
	Duration: Organization (belongs to):
	From (mm/yyyy) Project Name:
	To (mm/yyyy) Client:
	Project Value:
	Position:
	Responsibilities/ Work Done:
	<u>IN OTHER COUNTRIES</u>
	Duration: Organization (belongs to):
	From (mm/yyyy) Project:
	To (mm/yyyy) Client:
	Project Value:
	Position:
	Responsibilities/ Work Done:

Consent: I do hereby offer my full consent to work in the project titled as [Title]’ with the Tenderer named as

I also confirm that I have not offered and will not offer my consent to any other Tenderer to work for any other project till the expiry of the validity of the proposal or the award of the contract whichever is later. However, if the above-mentioned Tenderer is successful in winning this contract, I shall be available for the full duration of the contract or for the full period of my input to the project whichever will be applicable for me.

Signature:		Date:	
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- Enclosure:
- 1. Certificates of academic qualifications

2. Certificate of Professional registration

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

Tenderer

NB: For maximum 25 points, 5 points per letters per projects.

[Total 25 points]

SCHEDULE:	DESCRIPTION	PROJECT	POINTS ALLOCATION	TOTAL
PREVIOUS EXPERIENCE KEY STAFF MEMBER IN SIMILAR WORKS (Project Director)	REGISTERED PROFESSIONAL ENGINEER / TECHNOLOGIST	Project No. 1	5	25
		Project No. 2	5	
		Project No. 3	5	
		Project No. 4	5	
		Project No. 5	5	

REGISTERED PROFESSIONAL ENGINEER/ TECHNOLOGIST (Water Engineering)

The experience of the key personnel will be evaluated in relation to their respective professional qualifications and experience (as explained herein in this schedule).

NB: For maximum 15 points

[Total 15 points]

SCHEDULE:	DESCRIPTION	PROJECT	POINTS ALLOCATION	TOTAL
Registered Professional Engineer/ Technologist (Water Engineering) (Project Engineer)	No. of years' experience as a registered engineer/ technologist	PR up to 3 years	3	15
		PR between 4 to 6 years	8	
		PR of 7 and more	15	

PROFESSIONAL SCIENTIST (SPECIALISING IN WATER QUALITY)

The experience of the key personnel will be evaluated in relation to their respective professional qualifications and experience (as explained herein in this schedule).

NB: For maximum 15 points

[Total 15 points]

SCHEDULE:	DESCRIPTION	PROJECT	POINTS ALLOCATION	TOTAL
Registered Professional Scientist (Specialising in Water quality)	No. of years' experience as a registered scientist	PR up to 3 years	3	15
		PR between 4 to 6 years	8	
		PR of 7 and more	15	

APPROACH PAPER (METHODOLOGY)

The approach paper must respond to the scope of work the nature of the contract, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the controlling programming and management of sub consultants in relation to the works that may be provided over the term of the contract. The approach paper as such needs to:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);

Executive Summary: A brief summary of the whole contents of the approach paper;

Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables, detailing at least the following:

1. Understating of Project Scope
2. Methodology to be adopted; including generic Project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities;
3. Identified project implementation Risks and Risk Management proposal;
4. Quality control mechanism to be adopted for project deliverables;
5. Stakeholder identification, management and reporting mechanism to be followed.

6. Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Approach Paper		<u>20 points</u>
Understanding of Project Scope	Demonstration of clear understanding of Project objectives, scope and deliverables with timeframes. Adequacy and appropriateness will be assessed.	5 points
Methodology(Advance, intermediate, basic)	Program knowledge, informative appropriateness of proposed approach/implementation and presentation and organogram of team including outline approach to be used when working with for sub-consultants	10 points
Project implementation Risks and Risk Management	Adequacy of understanding of project risks and appropriateness of proposed mitigation measures	2.5 points
Stakeholder management and reporting	Adequate description of how stakeholders will be managed including but not limited to identification of the stakeholders. Indicate appropriate reporting requirement and summary of content.	2.5 points

All bidders scoring a total score of less than an 70 out of possible 100 points will be disqualified.

If the bidder scores zero points for one of the scoring criteria, the bidder shall be disqualified even if the total score is higher than 70 points. Bidder should score at least a point under each of the criteria.

Stage 3: Evaluation on price and preference

Financial offer and preference points

- 1) Score tender evaluation points for financial offer.
 - 2) Confirm that tenders are eligible for the BBBEE claimed, and if so, score tender evaluation points for BBBEE.
 - 3) Score tender for locality points(Guided by MBD 6.1)
 - 4) Calculate total tender evaluation points.
 - 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached) **Pricing evaluation will be conducted as per MBD 6.1**

PRICING SCHEDULE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		BILL 1: DRINKING WATER QUALITY				
1.		Microbiological Determinants: These are critical for immediate health risks and include:				
1.1		E. coli / Faecal coliforms: Not detected per 100 mL (Acute Health Risk)	Item	1		
1.2		Cryptosporidium species: Not detected per 10 L (Acute Health Risk)	Item	1		
1.3		Giardia species: Not detected per 10 L (Acute Health Risk)	Item	1		
1.4		Total coliforms: ≤10 per 100 mL (Operational Risk)	Item	1		
1.5		Heterotrophic plate count: ≤1,000 per mL (Operational Risk)	Item	1		
1.6		Somatic coliphages	Item	1		
2.		Physical and Aesthetic Determinants: These affect the taste, colour, and odour of water but are not necessarily harmful:				
2.1		pH at 25°C: 5.0–9.7 (Operational Risk)	Item	1		
2.2		Turbidity: ≤1 NTU (Operational Risk), ≤5 NTU (Aesthetic Risk)	Item	1		
2.3		Colour: ≤15 mg/L Pt-Co (Aesthetic Risk)	Item	1		
2.4		Conductivity at 25°C: ≤170 mS/m (Aesthetic Risk)	Item	1		
2.5		Total Dissolved Solids (TDS): ≤1,200 mg/L (Aesthetic Risk)	Item	1		
3.		Chemical Determinants: These are divided into macro and micro components and can pose chronic or acute health risks:				
3.1		Nitrate as N: ≤11 mg/L (Acute Health Risk)	Item	1		
3.2		Nitrite as N: ≤0.9 mg/L (Acute Health Risk)	Item	1		
		Fluoride as F ⁻ : ≤1.5 mg/L (Chronic Health Risk)	Item	1		
3.3		Lead (Pb): ≤10 µg/L (Chronic Health Risk)	Item	1		
3.4		Arsenic (As): ≤10 µg/L (Chronic Health Risk)	Item	1		
3.5		Cadmium (Cd): ≤3 µg/L (Chronic Health Risk)	Item	1		
<i>Total Carried Forward</i>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Total Brought Forward						
3.6		Free Chlorine as Cl ₂ : ≤5 mg/l (Chronic Health	Item	1		
3.7		Monochloramine : ≤3 mg/l (Chronic Health)	Item	1		
3.8		Sulphate as SO ₄ ²⁻ : ≤250 mg/l (Aesthetic)	Item	1		
3.9		Fluoride as F: ≤1.5 mg/l (Chronic Health)	Item	1		
3.10		Ammonia as N: ≤1.5 mg/l (Aesthetic)	Item	1		
3.11		Sodium as Na: ≤200 mg/l (Aesthetic)	Item	1		
3.12		Zinc as Zn: ≤5 mg/l (Aesthetic)	Item	1		
3.13		Antimony as Sb: ≤20 µg/l (Chronic Health)	Item	1		
3.14		Arsenic as As: ≤10 µg/l (Chronic Health)	Item	1		
3.15		Barium as Ba: ≤700 µg/l (Chronic Health)	Item	1		
3.16		Boron as B: ≤2400 µg/l (Chronic Health)	Item	1		
3.17		Cadmium as Cd: ≤3 µg/l (Chronic Health)	Item	1		
3.18		Cyanide (recoverable) as CNT: ≤200 µg/l (Chronic Health)	Item	1		
3.19		Iron as Fe: ≤2000 µg/l (Chronic Health)	Item	1		
3.20		Electric conductivity, cod concentration of oxygen demand	Item	1		
4.		Microbiological Determinants: These are critical for immediate health risks and include				
4.1		Chromium (Cr): ≤50 µg/L (Chronic Health Risk)	Item	1		
4.2		Copper (Cu): ≤2,000 µg/L (Chronic Health Risk)	Item	1		
4.2		Iron (Fe): ≤300 µg/L (Aesthetic Risk), ≤2,000 µg/L (Chronic Health Risk)	Item	1		
4.3		Manganese (Mn): ≤100 µg/L (Aesthetic Risk), ≤400 µg/L (Chronic Health Risk)	Item	1		
4.4		Chromium (Cr): ≤50 µg/L (Chronic Health Risk)	Item	1		
4.5		Mercury (Hg): ≤6 µg/L (Chronic Health Risk)	Item	1		
4.6		Nickel (Ni): ≤70 µg/L (Chronic Health Risk)	Item	1		
4.7		Selenium (Se): ≤40 µg/L (Chronic Health Risk)	Item	1		
4.8		Uranium (U): ≤30 µg/L (Chronic Health Risk)	Item	1		
4.9		Aluminium (Al): ≤300 µg/L (Chronic Health Risk)	Item	1		
5.		Organic Determinants: These include compounds that may form during water treatment or from natural sources:				
5.1		Total Organic Carbon (TOC): ≤10 mg/L (Chronic Health Risk)	Item	1		
5.2		Trihalomethanes (Total): ≤1 mg/L (Chronic Health Risk)	Item	1		
5.3		Chloroform: ≤0.3 mg/L (Chronic Health Risk)	Item	1		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Total Brought Forward</i>						
5.4		Bromodichloromethane: ≤0.06 mg/L (Chronic Health Risk)	Item	1		
5.5		Dibromochloromethane: ≤0.1 mg/L (Chronic Health Risk)	Item	1		
5.6		Bromoform: ≤0.1 mg/L (Chronic Health Risk)	Item	1		
5.7		Phenols: ≤10 µg/L (Aesthetic Risk)	Item	1		
5.8		Nitrite as N: ≤0.9 mg/L (Acute Health Risk)	Item	1		
<i>Total Carried to Summary- Bill 1</i>						

ITEM NO	PAYMENT	DESCRIPTION`	UNIT	QTY	RATE	AMOUNT R
		BILL 2: SEWERAGE EFFLUENT QUALITY				
1.		Physical and Aesthetic Determinants:				
1.1		pH: 5.5–9.5 (Operational Risk)	Item	1		
1.2		Temperature °C: ≤ 35	Item	1		
1.3		Electrical Conductivity: mS/m	Item	1		
1.4		Total Suspended Solids (TSS): ≤ 25 – 75 mg/L	Item	1		
2.		Chemical Determinants:				
2.1		Chemical Oxygen Demand (COD): ≤ 75 – 150 mg/L	Item	1		
2.2		Biochemical Oxygen Demand (BOD ₅): ≤ 25 – 50 mg/	Item	1		
2.3		Ammonia (as N): ≤ 10 – 20 mg/L	Item	1		
2.4		Nitrate (as N): ≤ 15 mg/L	Item	1		
2.5		Orthophosphate (as P): ≤ 1 – 10 mg/L (class dependent)	Item	1		
2.6		Free & Saline Ammonia: ≤ 6 mg/L	Item	1		
2.7		Chloride: mg/L	Item	1		
2.8		Sulphates: mg/L	Item	1		
2.9		MLSS: mg/L (Mixed Liquor Suspended Solids)	Item	1		
3.		Microbiological Determinants:				
3.1		Faecal Coliforms: CFU/100mL	Item	1		
3.2		E. coli : CFU/100mL	Item	1		
3.3		Helminth Eggs: Eggs/L	Item	1		
4.		Additional Determinants:				
4.1		Heavy Metals (Pb, Hg, Cd etc.): ≤ 0.01 – 0.05 mg/L	Item	1		
4.2		Oil and Grease: ≤ 2 – 5 mg/L	Item	1		
4.3		Detergents (Surfactants) ≤ 0.2 – 1.0mg	Item	1		
Total Carried to Summary- Bill 2						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		BILL 3: BLUE DROP AND GREEN DROP ACTION PLAN AND CORRECTIVE ACTION PLAN (Kathu, Olifantshoek and Dibeng)				
1.		Green Drop Action Plan (Documents):				
1.1		Conduct an assessment and address Stormwater issues at the treatment plant (Implementation of the plan into Wastewater Facilities).	Sum	1		
1.2		W2RAP (A comprehensive strategy to identify, assess, and manage potential risks associated with wastewater collection, treatment, and disposal for Kathu, Olifantshoek and Dibeng wastewater facilities).	Sum	1		
1.3		Provision of Water and Wastewater network management systems, technologies and strategies to optimize efficiency and reduce operations cost. These systems often integrate Supervisory Control and Data Acquisition (SCADA) with smart water technologies and energy-efficient pumps to achieve real-time monitoring, remote control, and data-driven decision-making.	Sum	1		
1.4		Key Components and Strategies involves: (SCADA systems, Smart Water and Wastewater Technologies, Energy-Efficient Pumps, Real-time Monitoring and Control, Remote Operation and Data- Driven Decision Making).	Sum	1		
2.		Services by the Registered Professionals				
2.2		Registered Professional Engineer/ Technologist (Water Engineering)	Hourly	1		
2.3		Registered Professional Scientist (Specialising in Water quality	Hourly	1		
2.4		Review of monthly quality test results by Professional scientist, recommendations and reports monthly as and when required	Hourly	1		
2.5		Travelling cost	Km	1		
2.6		Travelling Time	Hourly	1		
2.7		Allowance for Implementation of all the action plans emanating from infrastructure Conditional assessments, Blue drop and green drop audits	Prov sum	1		
2.8		Handling cost	%tage	1		
2.9		Review of Water and Sanitation: Policies and bylaws	Hourly	1		
Total Carried to Summary- Bill 3						

SUMMARY OF SCHEDULES

BILL No.	DESCRIPTION	AMOUNT (Year 1)	AMOUNT (Year 2)	AMOUNT (Year 3)
1	DRINKING WATER QUALITY TESTS			
2	SEWERAGE EFFLUENT QUALITY TESTS			
3	COMPLIANCE SUPPORT SERVICES			
	SUB TOTAL 1			
	Add 10% CONTENGENCIES			
	SUB TOTAL 2			
	Add 15% VAT			
	TOTAL (PORTION 1)			

SECTION 1.5: MBD1: BID FOR THE REQUIREMENTS OF GAMAGARA LOCAL MUNICIPALITY

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF GAMAGARA LOCAL MUNICIPALITY

BID NUMBER: GM2025/132	CLOSING DATE: 27 January 2026	CLOSING TIME: 10:00
------------------------	-------------------------------	---------------------

DESCRIPTION PROFESSIONAL SERVICES SUPPORT – BLUE DROP, GREEN DROP AND REGULATORY COMPLIANCE FOR A PERIOD OF THREE (3) YEARS

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:

The Tender Box

Gamagara Local Municipality

P O Box 1001

Kathu

8446

Or

Deposited in the tender box situated at the entrance of Gamagara Local Municipality, C/O Hendrick Van Eck & Frikkie Meyer, Kathu, 8446

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]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes

	No		No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	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	SCM	CONTACT PERSON	Ditebogo Sebuasengwe
CONTACT PERSON	Josephine Nampa	TELEPHONE NUMBER	(053) 723 6000
TELEPHONE NUMBER	(053) 723-6000	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	sebuasengwed@gamagara.gov.za
E-MAIL ADDRESS	nampaj@gamagara.gov.za		

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 1.6 MBD4: DECLARATION OF INTEREST

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

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:.....
- 3.3 Position occupied in the Company (director, trustee, shareholder²):
- 3.4 Company registration number:.....
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholder's members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If so, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish the following particulars:

.....

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

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.2 If so, furnish particulars.....

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

3.14.1 If yes, furnish particulars :

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 1.7 MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

1.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.4 For B-BBEE points the below table shall apply:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.

1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.

1.3.7 B-BBEE status level contributor certificate must be original or certified.

1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.

1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.

1.3.10 Locality points shall be allocated as follows:

	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Locality		
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5

Outside boundaries of the Northern Cape	0.00	0.00
---	------	------

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but within the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
 - i. Municipal Account in the bidder's name.
 - ii. Proof of residence in the bidder's name.
 - iii. Bank statement with the bidder's address.
 - iv. Lease agreement indicating a local address, where the lessee is the bidder.
- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-

generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that 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,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SECTION 1.8: MUNICIPAL RATES AND SERVICES

Names of Company	Physical address	Municipal Account number	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s) of the bidder and that of its directors and/lease agreement

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 1.9: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

SECTION 1.10: MBD8: 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	<p>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?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> 		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register 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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE

INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 1.11 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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.

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

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.

SECTION 1.12: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

SECTION 1.13: MBD 7.2 CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

ANNEXURE A: THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Gamagara Local Municipality in respect of the following:

GM2025/132

PROFESSIONAL SERVICES SUPPORT – BLUE DROP, GREEN DROP AND REGULATORY COMPLIANCE
FOR A PERIOD OF THREE (3) YEARS

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium/ Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with Gamagara Local Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with Gamagara Local Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF CONSORTIUM OR JOINT VENTURE

NAME		ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				

5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	

(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____