



TENDER NO.: TN007/2026

**APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING PROJECTS IN THE
DAWID KRUIPER MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2029**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
MAAA No.	

June 2026

Indicate with an "X" the category/categories of services for which are tendered (more than one category may be selected):		
1.	Civil Engineering	
1.1	Urban Engineering	
1.2	Water Engineering	
1.3	Roads and Stormwater Engineering	
1.4	Structural Engineering	
2.	Mechanical Engineering	
3.	Electrical Engineering	
4.	Solid Waste	

PREPARED AND ISSUED BY:
 Directorate: SCM
 Dawid Kruiper Municipality
 1 Mutual Str, Upington, 8801

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**
Mr. T. Maphuthu
 Director: Technical Services
 Tel. Number: **054 338 7053**

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1. MBD 1 – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY

1. TENDER DETAILS						
TENDER NUMBER:	TN007/2026					
TENDER TITLE:	APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING PROJECTS IN THE DAWID KRUIPER MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2029					
CLOSING DATE:	07 August 2026			CLOSING TIME:	14h00	
SITE MEETING:	DATE:	17 July 2026	TIME:	10h00	COMPULSORY:	Yes
SITE MEETING ADDRESS:	1 Mutual Street, Upington. 8801					
CIDB GRADING REQUIRED:	No	LEVEL AND CATEGORY:	N/A			
BID BOX NO:	N/A	SITUATED AT: Dawid Kruiper Municipal Building, 1 Mutual Street, Upington. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR AT LEAST:	120 DAYS		FROM THE CLOSING DATE OF BID.			
2. BIDDER'S DETAILS						
LEGAL NAME OF ORGANISATION						
TRADE NAME (if different from legal name)						
POSTAL ADDRESS						
STREET ADDRESS						
NAME OF CONTACT PERSON						
TELEPHONE NUMBER				CELL NUMBER		
E-MAIL ADDRESS						
COMPANY REGISTRATION NUMBER						
DAWID KRUIPER MUNICIPALITY SUPPLIER DATABASE REGISTRATION NUMBER						
3. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO THE SUPPLY CHAIN MANAGEMENT UNIT						
CONTACT PERSON	M. Marabi	TELEPHONE NUMBER	054 338 7436			
		E-MAIL ADDRESS	mary.marabi@dkm.gov.za			
CONTACT PERSON		TELEPHONE NUMBER				
		E-MAIL ADDRESS				
TECHNICAL INFORMATION REGARDING THIS TENDER MAY BE OBTAINED FROM:						
CONTACT PERSON	G. Nel	TELEPHONE NUMBER	054 338 7056			
		E-MAIL ADDRESS	garren.nel@dkm.gov.za			
VAT REGISTRATION NUMBER						



- a) Bidders must ensure compliance with their tax obligations.
- b) 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.
- c) 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
- d) Foreign suppliers must complete the pre-award questionnaire in part 5.
- e) Bidders may also submit a printed TCS certificate together with the bid.
- f) In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.

Are you the accredited representative in South Africa for the goods /services /works offered? If yes, enclose proof	Yes		No	
Are you a foreign based supplier for the goods /services /works offered? If yes, answer the questions in par. 5 below.	Yes		No	
5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
a) Is the entity a resident of the republic of South Africa (RSA)?	Yes		No	
b) Does the entity have a branch in the RSA?	Yes		No	
c) Does the entity have a permanent establishment in the RSA?	Yes		No	
d) Does the entity have any source of income in the RSA?	Yes		No	
e) Is the entity liable in the RSA for any form of taxation?	Yes		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 4.C above.				
6. CENTRAL SUPPLIERS DATABASE OF NATIONAL TREASURY				
a) Are you registered on the Central Supplier Database (CSD)?	Yes		No	
i. If yes, please provide your Central Supplier Database Registration number with the Dawid Kruiper Municipality				
ii. If no, please note that you will be required to be registered on Central Supplier Database (CSD) before any award can be made to you. To register on the Central Supplier Database (CSD) you need to go to the website: https://secure.csd.gov.za/				

- PLEASE NOTE:**
1. Mailed, telegraphic or faxed bids will not be accepted.
 2. Bids may only be submitted on the Bid Documentation provided by the Municipality (not to be re-typed).
 3. Bids must be delivered by the stipulated time to the correct box and address. Late bids will not be accepted for consideration.
 4. Tender box deposit slot is 28cm x 2.5cm.
 5. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the National Treasury General Conditions of Contract (GCC) (2010) and, if applicable, any other special conditions of contract.

7. CAPACITY UNDER WHICH THIS BID IS SIGNED	
NAME OF PERSON DULY AUTHORISED TO SIGN THIS OFFER	
SIGNATURE	
DATE	

**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**

2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING RETURNABLE DOCUMENTS (FORMS) HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

1.	Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
2.	MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
3.	MBD 5 - Is the form duly completed and signed?	Yes	No
4.	MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed?	Yes	No
5.	MBD 7.2 (Rendering of Services) - Is the form duly completed and signed?	Yes	No
6.	MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
7.	MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
8.	OHASA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No
9.	Indemnity - Is the form duly completed and signed?	Yes	No
10.	Social Responsibility - Is the form duly completed and signed?	Yes	No
11.	Schedule of Work Experience of Tenderer - Is the form duly completed and signed?	Yes	No
12.	Pricing Schedule / Form of Offer - Is the form duly completed and signed?	Yes	No
13.	Declaration by Bidder - Is the form duly completed and signed?	Yes	No
14.	Alterations / Amendments by Bidder - Is the form duly completed and signed?	Yes	No
15.	Record of Addenda to Tender Document - Is the form duly completed and signed?	Yes	No
16.	Consultant's Practice - Is the form duly completed and signed?	Yes	No
17.	Relevant Experience and Track Record - Is the form duly completed and signed?	Yes	No
18.	Key Personnel - Is the form duly completed and signed?	Yes	No
19.	Expertise of Key Personnel - Is the form duly completed and signed?	Yes	No
20.	Professional Indemnity Insurance - Is the form duly completed and signed?	Yes	No

NB: FAILURE TO COMPLETE AND SUBMIT ANY OF THE RETURNABLE DOCUMENTS MAY RENDER YOUR BID INVALID

3. TENDER NOTICE & INVITATION TO TENDER

Tenders are hereby invited for:

Tender No. TN007/2026: APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING PROJECTS IN THE DAWID KRUIPER MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2029.

Tender documents, in English, are obtainable from **Monday, 06 July 2026**, at the offices of the Supply Chain Management Unit, Dawid Kruiper Municipality, Upington Industrial, 01-3 Vooruit Str Upington from Ms. M. Marabi, mary.marabi@dkm.gov.za / 054 338 7436, between 08h30-15h30 from Monday to Thursday, and 08h30-14h30 on Fridays.

Sealed tenders must be deposited in **Tender Box** at the offices of the Dawid Kruiper Municipality, 1 Mutual Street. Bids may only be submitted on the bid documentation issued by Dawid Kruiper Municipality.

The closing date and time of the tenders are on **07 August 2026** at **14h00**. Tenders will be opened in public by SCM personnel immediately after the closing date and time as indicated above.

The **80/20 preference point system** in terms of the **Dawid Kruiper Municipality's Preferential Procurement Policy** will be applicable.

Dr. E. Ntoba

MUNICIPAL MANAGER

Dawid Kruiper LM

P.O Box X6003

Upington

8801



PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



4. AUTHORITY TO SIGN A BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

1	Company (Pty) Ltd. & Ltd.		Please complete section 1 below
2	Close Corporation (CC)		Please complete section 2 below
3	Sole Proprietor		Please complete section 3 below
4	Partnership		Please complete section 4 below
5	Consortium, Club, Trust, etc.		Please complete section 5 below
6	Joint Venture		Please complete section 6 below

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?	YES		NO
SIGNED ON BEHALF OF COMPANY / CC:			DATE:
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

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

OR

I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



4. PARTNERSHIP

We, the undersigned partners in the business trading as _____
 hereby authorize Mr / Ms _____ to sign this bid as well as any
 contract resulting from the bid and any other documents and correspondence in connection with this bid and /or
 contract for and on behalf of the abovementioned partnership.

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

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____
 (Name of entity) to act as lead consortium partner and further authorize Mr / Ms _____
 to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in
 connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____
 authorized signatory of the Company / Close Corporation / Partnership (name) _____
 _____, acting
 in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from
 it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorizing each signatory who signed above to do so, is to be submitted with the bid.

5. STANDARD CONDITIONS OF TENDER

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009, Board Notice No 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice No 136 of 2015 in Government Gazette No 38960 of 10 July 2015 .

This August 2019 edition incorporates the amendments made in Board Notice No 423 of 2019, published in Government Gazette no. 42622 of 8 August 2019.

C.1 General

C.1.1 Actions

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

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

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply

for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers

proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the

tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary

to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions, and discrepancies

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT**1. DEFINITIONS**

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.

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- 1.22. "Purchaser" means the organization purchasing the goods.
 - 1.23. "Republic" means the Republic of South Africa.
 - 1.24. "SCC" means the Special Conditions of Contract.
 - 1.25. "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.
 - 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
 - 1.27. "Tort" means in breach of contract.
 - 1.28. "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.
 - 1.29. "Written" or "in writing" means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

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

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.3.1. 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
 - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with 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.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY

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

11. INSURANCE

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

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

13. INCIDENTAL

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. 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
 - 13.1.5. 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:
- 14.1.1. 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;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract,

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

- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. PRICES

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

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

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

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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 supplies 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same

quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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:

23.1.1. 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;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the 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 purchase 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:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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,
 - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 27.4.2. the purchaser shall pay the supplier any monies due 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
 - 28.1.1. 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
 - 28.1.2. 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

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

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

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

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.

General Conditions of Contract (revised July 2010)

7. GENERAL CONDITIONS OF TENDER

1. GENERAL

- 1.1. All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
- 1.1.1. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.2. Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
- 1.2.1. The use of correction fluid / tape is prohibited.
- 1.3. Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be effected as follows:
 - 1.3.1. By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialing in the margin next to each and every alteration or correction.
 - 1.3.2. All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.3.1 above, will be rejected.
- 1.4. Bids submitted must be complete in all respects.
 - 1.4.1. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
 - 1.4.2. The bidder must ensure that his/her bid document is securely bound.
 - 1.4.2.1. All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
 - 1.4.2.2. The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submit loose pages (not securely attached to the bid document or annexure with supporting documents).

2. PRICING

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency and be **INCLUSIVE of Value Added Tax (VAT)**.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
- 2.5. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
- 2.6. Where the value of an intended contract will exceed R1,000,000.00 (R1 million) it is the bidder's responsibility to be

registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

- 2.6.1. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Dawid Kruiper Municipality is 4910103219.
- 2.6.2. If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment(s) will be allowed.

3. FORWARD EXCHANGE RATE COVER

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. SUBMITTING A BID:

- 4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
 - 4.1.1. Any bid received without the **"Bid Number and / or Title"** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 4.2. The bid boxes are at the entrance of the Tender Box, Upington Municipal Offices, 1 Mutual Street, Upington.
- 4.3. A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4. Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

5. BID OPENING

- 5.1. Bids shall be opened in public at the Upington Municipal Offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2. Where practical, prices will be read out at the time of opening bids.
- 5.3. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.

- 5.4. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.
- 6. EVALUATION AND ADJUDICATION CRITERIA:**
- 6.1. Relevant specifications;
- 6.2. Value for money;
- 6.3. Capacity and capability of bidders to execute the contract;
- 6.4. MFMA & associated regulations; and
- 6.5. Any other objective criteria.
- 7. REQUIREMENTS OF A VALID BID:**
- 7.1. The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:
- 7.1.1. The tender has not been completed in non-erasable handwritten ink,
- 7.1.2. Non-submission of a valid Tax Clearance Certificate and / or PIN,
- 7.1.3. Incomplete Pricing Schedule or Bill of Quantities,
- 7.1.4. A Form of Offer not signed in non-erasable (wet) ink,
- 7.1.5. Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
- 7.2. The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:
- 7.2.1. To obtain a copy of the most recent municipal account(s) from the recommended bidder. No communication will be entered into with the bidder, if the relevant supporting documentation for locality points claimed is not submitted.
- 7.2.2. To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
- 7.2.3. To obtain the personal income tax number(s) from the recommended bidder;
- 7.2.4. To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
- 7.2.5. To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed.
- 7.2.6. To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
- 8. TEST FOR RESPONSIVENESS:**
- 8.1. A Bid will be considered non-responsive if:
- 8.1.1. the bid is not in compliance with the specifications;
- 8.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
- 8.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 8.2. The Municipality reserves the right to accept or reject:
- 8.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
- 8.2.2. a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
- 8.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 8.3. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.
- 9. INCORRECT INFORMATION**
- 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 proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or 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.
- 10. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:**
- 10.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Dawid Kruiper holds the right to accept or reject with or without a claim for any damages.
- 10.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.
- 11. INVOICES**
- 11.1. All invoices must be forwarded to the following address:
Dawid Kruiper Municipality
PO Box X6003
Uppington, 8801
- 11.2. **Legal requirements for invoices**
- Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:
- 11.2.1. **Ordinary invoice (not VAT Registered)**

- (a) The word '**INVOICE**' to be displayed in a prominent place
- (b) Official invoice number and date of transaction
- (c) Trade name, legal name, registration number (if any) and address of supplier
- (d) The Official order number of Dawid Kruiper Municipality is compulsory – non-compliance will result in non- payment
- (e) The Municipality's name and postal address (PO Box X6003, Upington, 8801)
- (f) Accurate description of goods and / or services supplied / provided.
- (g) Unit of measurement of goods or services supplied
- (h) Price

11.2.2. VAT/Tax invoice (VAT registered)

- (a) Word '**TAX INVOICE**' to be displayed in a prominent place
- (b) Trade, legal name, and registration number (if any) of supplier
- (c) Address and VAT number of suppliers
- (d) The official invoice number and date of invoice
- (e) The Official order number of Dawid Kruiper Municipality

is compulsory – non-compliance will result in non-payment

- (f) The Municipality's name and postal address (PO Box X6003, Upington, 8801) and VAT registration number (4910103219)
- (g) Accurate description of goods and / or services supplied / provided.
- (h) Unit of measurement of goods or services supplied
- (i) Price and VAT amount

12. PAYMENT TERMS

- 12.1. It is the policy of the Dawid Kruiper Municipality to pay all creditors by means of electronic bank transfers.
- 12.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

¹ SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED FOLLOWS:

Survivalist enterprises are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

12.3. In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise¹** on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

13. PRECEDENCE OF TERMS AND CONDITIONS

13.1. Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:

13.1.1. The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:

- (a) Municipal Financial Management Act 56 of 2003
- (b) Municipal Supply Chain Management Regulations
- (c) Supply Chain Management policy
- (d) Specifications of the bid document
- (e) Special Conditions of Contract
- (f) General Conditions of Contract
- (g) Service Level Agreements/ Service Delivery Agreements
- (h) Memorandum of Understanding/ Memorandum of Agreements

Micro enterprises are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.



8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state².
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full name of bidder or his or her representative				
3.2.	Identity number				
3.3.	Position occupied in the company (director, shareholder³ etc.)				
3.4.	Company registration number				
3.5.	Tax reference number				
3.6.	VAT registration number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				
3.9.	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	
3.9.1.	If so, furnish particulars:				
3.10.	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	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				

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



3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				
3.14.	Please provide the following information on ALL directors / shareholders / trustees / members below:				
	full name and surname	identity number	personal income tax number	Provide State ⁴ employee number <u>(Only to be completed if in the service of the State)</u>	

NB:

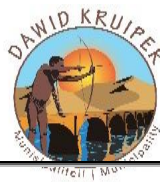
- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

Signature		Date	
Name of signatory			
Position			
Name of bidder			



9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

CERTIFICATION

I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			

10. 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:

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

1.2 The applicable preference points system for this tender is the 80/20 preference points system.

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

- 1.3.1 Price; and
- 1.3.2 Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS (20)	
Promotion of enterprises located in local area(s)	20
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 Dawid Kruiper Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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).
- (f) **“Local area”** means the local suppliers and/or service providers whose registered business address is within the Dawid Kruiper Municipal area, the ZFM district boundaries, and the Northern Cape.

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:

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

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:

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

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 Paragraph 6(2); 7(2); 8(2) and 9(2) of the Municipality’s Preferential Procurement Policy, 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 and 2** below as may be supported by proof/ documentation stated in the conditions of this tender:

4.1.1 **Specific goals for the tender and points claimed are indicated per the table below.**

4.1.2 **Points claimed by the tenderer and points awarded**

Note to tenderers: The tenderer must indicate / mark in the table below the points claim for each specific goal.

Table 1:

The points allocated for specific goals in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of Local area of supplier (max 20)		
Within the boundaries of the Dawid Kruiper Municipality	20	
Within the boundaries of ZFM District Area	15	
Within the boundaries of the Northern Cape Province	10	
ADDRESS OF TENDERER:		

4.2. Documentation required to submit as proof for points claimed in respect of specific goals.

4.2.1. Promotion of Local area suppliers

Points for locality will be awarded to local suppliers and/or service providers whose registered business address is within the Dawid Kruiper Municipal area, the ZFM district boundaries, and the Northern Cape.

4.2.1.1. The registered address as reflected on the Companies and Intellectual Property Commission (CIPC) report; or

4.2.1.2. In case of Sole Proprietor / Natural Person, etc.:

4.2.1.2.1. Any verifiable proof of residence / address in the name of the bidder or Director of company, not older than 3 months, which were issued prior to the advertising date of the bid.

Verifiable proof of residence / address may include the following but not limited to:

- Municipal account not in arrears for more than 90 days
- Valid lease agreement accompanied by the Municipal Accounts of the companies directors

4.3. Where the tenderer submitted incorrect or outdated information or none of the above, it will be interpreted to mean that preference points for Promotion of Local area of supplier are not claimed.

4.4. Failure to provide / submit the correct information or verifiable proof with the bid, will result that no points will be awarded for Local Area Suppliers.



1. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1	Name of company/firm		
5.2	VAT registration number		
5.3	Company registration number		
5.4	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium	
		One person business / sole proprietor	
		Close Corporation (CC)	
		Company ((Pty) Ltd. / Ltd.)	
		Company (Ltd.)	

5.5. 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 4.1, 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 OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



11. CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES
1
.
2
.


12. MBD 8 – 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:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(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).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. 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		Name (print)	
Capacity		Date	
Name of firm			



13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids⁵ 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).⁶ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

DAWID KRUIJER MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁷ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

⁵ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁶ 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 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.

Signature		Name (print)	
Capacity		Date	
Name of firm			



14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section

37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Dawid Kruiper Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
<p>Dawid Kruiper Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
Contractor's registration number with the office of the Compensation Commissioner:	

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.

WRITTEN AGREEMENT

This is a written agreement between

DAWID KRUIPER MUNICIPALITY

And

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____,
representing the MANDATARY do hereby acknowledge that _____

(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on behalf of Mandatory			
Signature:		Date:	
Print name:			
Capacity:			
Signed on behalf of the Municipality			
Signature:		Date:	
Print name:			
Capacity:			



15. INDEMNITY

Given by (name of company) _____
 of (registered address of company) _____
 a company with limited liability registration number _____
 registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by
 (name of representative) _____
 in his capacity as (designation) _____
 of the contractor, and duly authorised by a resolution dated _____/20_____.

WHEREAS the contractor entered into a contract with the municipality dated _____/20_____.

AND WHEREAS the Municipality requires an indemnity from the contractor.

NOW THEREFORE the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



Schedule of Social Responsibility

16. SCHEDULE OF SOCIAL RESPONSIBILITY PROJECTS

As part of the tender conditions and eligibility criteria, bidders **must participate in at least one or more of the social responsibility (community investment) initiatives** of the Dawid Kruiper Municipality (as listed below). It is therefore **compulsory for the awarded bidder to contribute a minimum of 2.0% of professional fees charged before discount, excluding disbursements** towards a Social Responsibility project which will be identified upon the awarding of this tender (during the implementation phase).

The awarded bidder’s contribution will be used to address one or more of the following socio-economic issues within the local community:

- On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people;
- Young women / mothers upliftment / leadership programme;
- Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;
- Financial support / bursaries to previously disadvantaged youth;
- Youth leadership and empowerment projects;
- Early childhood development;
- Projects can be in collaboration with Local Community Based Organizations (CBOs), Non-Government Organisation (NGOs) and relevant local institutions;
- Business skills and enterprise support including mentoring of local enterprises;
- Development of Parks and open social spaces.

By signing this page, I / We accept and agree to comply with the requirements of the Social Responsibility Projects. I / We confirm that we will participate in the social responsibility (community investment) initiative of Dawid Kruiper Municipality by contributing a minimum of 2.0% of professional fees charged before discount, excluding disbursements towards a Social Responsibility project which will be identified after this tender is awarded (during the implementation phase).

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		



Declaration

17. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (**physical address at which legal proceedings may be instituted**) in the Republic at:

_____ (*Please insert physical address*)

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



PART B – TENDERING PROCEDURES; TENDER DATA; CONTRACT DATA; AND SCOPE OF WORK

1	CIVIL ENGINEERING	
1.1	Urban Engineering	
1.2	Water Engineering	
1.4	Roads and Stormwater Engineering	
1.5	Structural Engineering	
2	Mechanical Engineering	
3	Electrical Engineering	
4	Solid Waste	

18. TENDER DATA

Clause #	
	<p>The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the August 2019 edition of the CIDB Standard for Uniformity in Construction Procurement.</p> <p>The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
C.1.1	<p>General: The Employer is the Dawid Kruiper Municipality, as stipulated in the Tender Notice and Invitation to Tender on page 7 of this document.</p>
C.1.2	<p>Tender documents: The tender documents issued by the Employer comprise of:</p> <p>THE TENDER / CONTRACT</p> <p>Part A: Administrative Requirements in terms of the Supply Chain Management Policy and the Preferential Procurement Policy</p> <p>Part B: Tendering Procedures, Tender Data, Contract Data and Scope of Works</p> <p>Part C: Functionality Evaluation and Related Documentation and Eligibility Assessment</p> <p>Part D: Pricing Data and Form of Offer and Acceptance</p>
C.1.4	<p>Communication and employer's agent: The employer has no agent acting on it's behalf for the purpose of this tender. The employer's representative for the purpose of communication between the employer and bidders is:</p> <p>Name: Mr. G. Nel Address: Dawid Kruiper Municipality PO Box X6003 Upington, 8801 Tel: 054 338 7056 E-mail: garren.nel@dkm.gov.za</p> <p>Only information issued formally in writing to bidders by the employer's representative will be regarded as amendments to the tender document.</p>
C1.5.	<p>Add the following to clause C.1.5.1; (e) Dawid Kruiper Municipality reserves the right to accept all, some, or none of the bids received – either wholly or in part –and it is not obliged to accept the lowest or any bid.</p>
C.2.1	<p>Eligibility:</p> <p>C.2.1. Add the following:</p> <p>C.2.1.3 Only those bidders who also satisfy the following criteria are eligible to submit tenders:</p> <p>(a) Key personnel: The following personnel must be in the full-time permanent employment of the bidder and available for the envisaged appointments:</p> <p>1. Company Director(s), at least 33% or more of the company director(s) must be registered Professional Engineer(s) or registered Professional Technologist(s)/Technician(s) with the Engineering Council of South Africa (ECSA), this also applies in the total directors in the JV. – Please note this a compulsory, and is a disqualification criteria</p> <p>The Curriculum Vitae of all key personnel must be submitted with the bid.</p> <p>(b) Professional indemnity insurance: The employer will not award a contract to any bidder that does not hold valid professional indemnity (PI) insurance providing cover for an amount of at least R2 000 000 in respect of each and every claim during the period of insurance, which stated minimum cover shall remain in place for the full contract period. Proof of insurance must be submitted with the tender, appended to page 75. Please note this a compulsory, and is a disqualification criteria</p> <p>(c) Functionality Evaluation: Bids will be subjected to a Functionality evaluation process, based on specific Functionality criteria. Only bidders who attain a minimum total score of 70% or more for Functionality, will be considered for further evaluation. Bids that do not</p>



	<p>comply with these requirements will be rejected as non- responsive.</p> <p>(d) Social responsibility:</p> <p>Successful bidders will be required to contribute to social responsibility initiatives in the Dawid Kruiper area, should they be awarded projects. Bidders to confirm in Schedule 16, p.47, their commitment to contribute to social responsibility initiatives in the Dawid Kruiper area, should they be awarded a project or projects.</p> <p>(f) Authority of signatory</p> <p>Be someone registered with the related professional bodies -ECSA</p> <p>Note: The Eligibility Assessment sheet and list of forms are enclosed on page 96. Bidders are advised to carefully study these sheets to ensure that the correct information is provided.</p>
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C.2.7	Clarification meeting: There will be no bid clarification meeting.
C.2.13	<p>Submitting a tender offer:</p> <p>C.2.13.3 Each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.</p> <p>C.2.13.4 The tender shall be signed by a person duly authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p>C.2.13.5 The employer's address for delivery of bids and identification details to be shown on each tender offer package is: Location of tender box: Dawid Kruiper Municipality, Upington, 1 Mutual Street, Upington Physical address: Dawid Kruiper Municipality, 1 Mutual Street, Upington 8801 Identification Details: TENDER NO. TN007/2026: APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING PROJECTS IN THE DAWID KRUIPER MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2029.</p> <p>C.2.13.6 A two-envelope procedure will not be followed.</p>
C.2.15	<p>Closing time: The closing time for submission of tender offers is 14h00 on Friday 07 August 2026. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
C.2.16	<p>Tender offer validity: Add the following to C.2.16.1: The tender offer validity period is 120 days.</p>
C.2.17	<p>Clarification of tender offer after submission:</p> <p>C.2.17 Add the following: A tender may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.</p>
C.3.4	<p>Opening of tender submissions:</p> <p>C.3.4 Add the following: The time and location for opening of the tender offers are: Time: 14h00 on Friday 07 August 2026; Location: Council Chambers, Dawid Kruiper Municipality, Upington, 1 Mutual Street, Upington Tenders will be opened in public immediately after the closing time for tenders at 14h00.</p>

C.3.8	<p>Test for responsiveness:</p> <p>C.3.8 Add the following:</p> <p>Bids will be considered non-responsive if, inter alia:</p> <ul style="list-style-type: none"> - the bid does not comply with the eligibility criteria listed in C2.1 above. - the bidder has failed to clarify issues, or to submit any supporting documentation, within the time for submission stated in the employer's written request. - the bid failed to score the minimum total of 70% for Functionality
C3.11	<p>Evaluation of tender offers:</p> <p>Add C.3.11.2 as follows:</p> <p>The procedure for the evaluation of responsive tenders will be Method 4: Financial Offer, preferences and functionality.</p> <p>Evaluation stages:</p> <p>Stage 1: Assessment of eligibility (i.e. general completeness) and responsiveness;</p> <p>Stage 2: Assessment of Functionality in terms of minimum threshold for Functionality. The Functionality evaluation will be subdivided into the following evaluation categories:</p> <ul style="list-style-type: none"> • Key personnel - Experience • Key Personnel - Qualification • Relevant company experience <p>The minimum required total score for Functionality is 70 out of 100, Tender offers that fail to score these minimum Functionality points will be rejected. Refer to page 64 - 86, for the Functionality Evaluation guide sheet, and Returnable schedules on pages 89-96 for detail on the submissions required to score points for Functionality. Bidders are advised to carefully study this sheet and schedules, to ensure that sufficient relevant information is provided for each discipline/category tendered for.</p> <p>Stage 3: Financial and Preference: The responsive tenders resulting from stages 1 and 2 will be evaluated in terms of their financial offer to a maximum of 80 points. A maximum of 20 points will be allocated for specific goals as set out in Form MBD 6.1 on page 37.</p> <p>Stage 4, Criteria for breaking deadlock in scoring:</p> <ul style="list-style-type: none"> • If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals. • If two or more tenderers score an equal total number of points, the objective criteria in addition to those contemplated in paragraphs (d) and (e) justify the award to the tenderer that scored the highest points in terms in accordance with section 2(1)(f) of the Act. • If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots. / or functionality with the highest pass % in functionality <p>Tenderers that fail to supply the required information will score no functionality points in the particular regard.</p>
C.3.13	<p>Acceptance of tender offers:</p> <p>Add the following:</p> <p>(g) If the Accounting Officer has resolved that a tender be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.</p> <p>Persons aggrieved by decisions or actions taken by the Accounting Officer, may lodge a written objection in terms of section 49 of the Dawid Kruiper Municipality Supply Chain Management Policy within 14 days from notification date.</p> <p>Any bidder wishing to exercise this right must submit his/her objection in writing to Dawid Kruiper Municipality, Divisional Manager: Supply Chain Management.</p> <p>The format of the objection/appeal must;</p> <ul style="list-style-type: none"> • set out the reasons for the objection; • state in which way the appellant's rights have been affected by the decision; • state the remedy sought, and • be accompanied by a copy of the notification advising the bidder of the decision of the Bid Adjudication Committee
C.3.17.	<p>Copies of the contract</p> <p><i>Add the following:</i></p> <p>The number of paper copies of the signed contract to be provided by the Employer is <u>one</u>.</p>

C.4	Additional Conditions of Tender: The additional conditions of tender are:
C.4.1	Invalid bids: Bids shall be considered, in the following circumstances: (a) if the tender offer is not submitted on the Pricing Schedule bound into this tender document (page 79-82); (b) if the tender is not completed in hand written non-erasable ink; (c) if the offer has not been signed; (d) If masking fluid has been used to make corrections on the tender document.

19. CONTRACT DATA

The Standard Professional Services Contract (third edition, July 2009) published by the Construction Industry Development Board (CIDB), is applicable to this contract.

Copies of these conditions of contract can be downloaded from the Construction Industry Development Board's website www.cidb.org.za

Remuneration of service providers will be managed according to the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, as per Government Gazette, as amended from time to time.

The following contract specific data are applicable to this Contract:

Clause									
	The Employer is the Dawid Kruiper Municipality								
3.4 and 4.3.2	The Authorised and Designated representative of the Employer is:								
	Name: Mr. G. Nel								
	The Employer's address for receipt of communications is:								
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Physical address: Dawid Kruiper Municipality 1 Mutual Street Upington, 8801</td> <td style="width: 50%;">Postal address: Dawid Kruiper Municipality PO Box X6003 Upington, 8801</td> </tr> </table>	Physical address: Dawid Kruiper Municipality 1 Mutual Street Upington, 8801	Postal address: Dawid Kruiper Municipality PO Box X6003 Upington, 8801						
Physical address: Dawid Kruiper Municipality 1 Mutual Street Upington, 8801	Postal address: Dawid Kruiper Municipality PO Box X6003 Upington, 8801								
	Telephone: 054 338 7056 E-mail: garren.nel@dkm.gov.za								
	The contract is for the provision of professional consulting services related to engineering and groundwater: TENDER NO. TN007/2026: APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING PROJECTS IN THE DAWID KRUIPER MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2029.								
3.6.	The Service Provider may release public or media statements or publish material related to the Services or Project, subject to the approval of the Employer.								
3.12.1	The daily penalty for late completion of Preliminary Design is R 1 000.00 The daily penalty for late completion of Design and Tender Documents is R 1 500.00 The daily penalty for late completion of Tender Evaluation is R 2 000.00 The daily penalty for late completion of a project within the agreed time frame is R 2 000.00 The daily penalty for submission of record drawings after the date agreed to is R 1 500.00. All the above penalty amounts are exclusive of VAT.								
3.15	A Programme shall be submitted within 10 working days of the award of a project.								
5.1.1	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide, or otherwise exercise discretion in regard to a contractor agreement between the Employer and others, then the Service provider shall act in respect of that contract/agreement as an independent.								
5.4.1	<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">Insurance against:</td> <td>Risk in performing professional services (Professional Indemnity cover)</td> </tr> <tr> <td>Cover is:</td> <td>Minimum of two million Rands (R2 000 000.00).</td> </tr> <tr> <td>Period of cover:</td> <td>Duration of Contract</td> </tr> <tr> <td>Deductibles are:</td> <td>None</td> </tr> </table>	Insurance against:	Risk in performing professional services (Professional Indemnity cover)	Cover is:	Minimum of two million Rands (R2 000 000.00).	Period of cover:	Duration of Contract	Deductibles are:	None
Insurance against:	Risk in performing professional services (Professional Indemnity cover)								
Cover is:	Minimum of two million Rands (R2 000 000.00).								
Period of cover:	Duration of Contract								
Deductibles are:	None								
5.5	The Service Provider is required to obtain the Employer's prior written approval before taking any of the following actions: 1. Commencement of detailed design 2. Commencement of Tender Advertisement for calling of Tenders if required 3. Appointing Sub Consultants for the performance of any part of the Services								
7.2	Add the following: The Employer will not be responsible for any overtime worked by or overtime payments made to Personnel of the Service Provider.								
9.1	Copyright of documents prepared for a Project shall be vested with the Dawid Kruiper Municipality.								
12.1	Interim settlement of disputes is to be by mediation.								
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Engineering Council of South Africa.								
12.2.4	Final settlement is by arbitration.								
12.4.2	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Chairperson of the Association of Arbitrators of Southern Africa.								

20. SCOPE OF WORK**1. EMPLOYER'S OBJECTIVE**

- 1.1. Dawid Kruiper Municipality's objective with this bid process is to establish a roster of engineering consultants per field of expertise for *inter alia*, investigations, options analyses, feasibility studies, planning, funding applications, permit and license applications, external audits of licenses and permits, assistance with the fulfilment of environmental legislative requirements, preliminary design, detailed design, compilation of bid specifications, bid documentation and bid evaluation reports in compliance with all the relevant SCM legislation, construction supervision and monitoring, duties in terms of the Occupational Health and Safety Act, and to act as agent on behalf of the employer in terms of the Construction Regulations, and assistance with public awareness interventions, for the implementation of various projects in the Dawid Kruiper municipal area, for the period 01 July 2026 to 30 June 2029.
- 1.2. Bids received will be subjected to a Functionality evaluation to determine eligibility. Successful bidders will be considered for appointment per project, as and when projects and budgets are approved over the three-year period. Dawid Kruiper Municipality reserves the right to appoint single or multiple consultants on the basis of area, project or field of expertise.

2. PROJECT BACKGROUND AND SCOPE

Dawid Kruiper Municipality is in the process of finalizing its capital budget for the 2026/2027 financial year and the following two financial years. In order to ensure continuous and sustainable service delivery, Dawid Kruiper Municipality has to appoint professional engineering consultants for the following scope of services in addition to those mentioned under paragraph 1.1 above where relevant:

2.1. Water Resources & Bulk Water

Water resource investigations, options analyses, feasibility studies, funding applications, license applications, external license audits, assistance with the fulfilment of environmental and other relevant legislative requirements, planning, design, contract administration and supervision w.r.t. the identification and development of new water sources, and the augmentation, upgrading, refurbishment and replacement of existing sources and bulk water infrastructure, including the civil, mechanical and electrical requirements of such projects. Submission of record drawings and asset registers in compliance with GRAP (Generally Recognized Accounting Practice), compatible with the municipality's corporate GIS system. Any other related tasks.

2.2. Water Reticulation

Investigations, options analyses, feasibility studies, funding applications, license applications, external license audits, assistance with the fulfilment of environmental and other relevant legislative requirements, planning, design, contract administration and supervision w.r.t. new water reticulation systems, and extension, upgrading, refurbishment/rehabilitation and replacement of existing systems, including the civil, mechanical, and electrical requirements of such projects. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.3. Water Treatment

Investigations, options analyses, feasibility studies, funding applications, license applications, external license audits, process audits, assistance with the fulfilment of environmental and other relevant legislative requirements, planning, design (including process design), contract administration and supervision w.r.t. new water treatment plants, and extension, upgrading and refurbishment of existing plants, including the civil, process, mechanical and electrical requirements of such projects. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system, and compilation of operation and maintenance manuals. Any other related tasks.

2.4. Water Conservation / Water Demand Management (WC/WDM)

Investigation of causes of water losses, identification of potential corrective actions, advice on WC/WDM strategies, and implementation of WDM projects, e.g. pressure management, leak detection and repairs, pipe replacement, water meter audits, water meter replacement, and public awareness interventions. Investigations, options analyses, feasibility studies, funding applications, license applications and license audits, assistance with the fulfilment of environmental and other relevant legislative requirements, planning, design, contract administration and supervision w.r.t. WC/WDM interventions. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.5. Dam Safety

Dam safety inspections by professional persons approved by the Dam Safety Office of the Department of Water & Sanitation (DWS), followed by complete reports with conclusions and recommendations, to be submitted in acceptable format to the DWS Dam Safety Office in compliance with all applicable dam safety

and other relevant legislation. Assistance with implementation of dam safety related recommendations as and when required. Investigations, options analyses, feasibility studies, funding applications, license applications, external license audits, assistance with the fulfillment of environmental and other relevant legislative requirements, planning, design, contract administration and supervision w.r.t. dam safety related projects, including the civil, mechanical and electrical requirements of such projects. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.6. Bulk Sewer Systems and Sewer Reticulation

Investigations, options analyses, feasibility studies, funding applications, license applications external license audits, assistance with the fulfillment of environmental legislative requirements, planning, design, contract administration and supervision w.r.t. new bulk sewer and sewer reticulation systems, and extension, upgrading and refurbishment/rehabilitation of existing systems, including the civil, mechanical and electrical requirements of such projects. Assistance with public awareness interventions. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.7. Wastewater Treatment

Investigations, options analyses, feasibility studies, funding applications, license applications, external license audits, assistance with the fulfillment of environmental and other relevant legislative requirements, planning, design (including process design), contract administration and supervision w.r.t. new wastewater treatment plants, and extension, upgrading, and refurbishment of existing plants, including the civil, process, mechanical and electrical requirements of such projects. Assistance with public awareness interventions. Submission of record drawings, operation and maintenance manuals, and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.8. Water Services Institutional Plans and Reporting

Assist with the compilation and review, in accordance with all the relevant legal requirements as amended from time to time, of i.a. Water Services Development Plans (WSDP), Water Services IDP Sector Input Reports, Water Services Audits (WSDP Performance and Water Services Audit Report), DWS Regulatory Performance Management System reporting, Water Safety Plans, Waste Water Risk Abatement Plans, Water and Wastewater Treatment Plant Process Audits, assistance with Blue Drop and Green Drop and No Drop reporting as and when required. Any other related tasks.

2.9. Water and Sewer Master Planning

- 2.9.1. Data pertaining to existing water and sewer systems, including pump stations, reservoirs and control valves, shall be collected from plans, site inspections, measurements and surveys as required, and captured in GIS databases in order to update the existing databases. Apart from the electronic format, this updated network data should also be made available in a hard copy of A3 size plan books.
- 2.9.2. The historic water demand data, based on information obtained from consumer water meter reading data, is to be extracted from the Treasury data base. This data is to be analysed by the SWIFT or similar software package and used as basis for predicting future water demands and sewer flows. Water demands per supply zone and sewer flows per drainage area are to be calculated. Water balances are to be performed in order to calculate the non-revenue water component.
- 2.9.3. All components of the water system shall be modelled in the WADISO or similar simulation software while all components of the sewer system shall be modelled in the SEWSAN or similar simulation software. Where necessary, the models shall be calibrated through field measurements to provide reliable simulation of the hydraulic performance of the systems.
- 2.9.4. A strategy and master planning for extension and upgrading of the existing water and sewer systems shall be established to accommodate development in terms of the municipality's Spatial Development Framework, Growth Management Strategy, Housing Plan, and service delivery level criteria set by Council for at least a 30-year planning horizon. Master plan components shall be identified in sufficient detail and accompanying costs to allow Council to proceed with appropriate budgeting. Taking into account the projected local economic and population growth rates, these master plan components need to be categorised for phased implementation, also identifying priority projects to be implemented most urgently.
- 2.9.5. A comprehensive report on the master plan shall be provided in hard copy and electronic format. All data, results of hydraulic analyses and the master plan shall be in a format suitable to perform direct population of analysis applications such as Swift and other spatial or general reporting tools or applications.
- 2.9.6. Information from the updated hydraulic models and master plans should also be used to inform the following studies and data bases as and when required:
 - 2.9.6.1. Update the corporate GIS database of the Municipality via database schemes and models as specified by the update, analysis and management requirements of each system.

- 2.9.6.2. Supply network related information for the WSDP
- 2.9.6.3. Inform pressure control studies and other WDM studies
- 2.9.6.4. Ad hoc capacity analysis to identify impacts of future developments
- 2.9.6.5. Populate the asset register and asset management plan in compliance with GRAP, in conjunction with the corporate GIS requirements.
- 2.9.6.6. Perform pipe replacement prioritization studies for water and sewer networks
- 2.9.6.7. Perform fire flow analysis for the water networks.
- 2.9.7. Any other related tasks.

2.10. Groundwater Source Development and Management

Investigations, options analyses, feasibility studies, funding applications, water use license applications, assistance with the fulfillment of environmental and other relevant legislative requirements, planning, design, contract administration and supervision w.r.t. new ground water source development projects, or augmentation, upgrading or refurbishment of existing groundwater abstraction systems. Monitoring, reporting and license reviews w.r.t. existing groundwater abstraction systems. Aquifer modeling and monitoring of aquifer behaviour, and rendering of specialist advice to the municipality. External auditing of the municipality's groundwater licenses and reporting to and liaison with national, provincial and regional regulators as and when required. Attend local Groundwater Monitoring Committees and render specialist advice and administrative support. Rendering of expert advice w.r.t. operation and maintenance of groundwater abstraction systems and infrastructure. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.11. Traffic Engineering

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, assistance with the fulfillment of environmental and other relevant legislative requirements, design, contract administration and supervision w.r.t. traffic engineering projects. Calculation of traffic light time settings and synchronization. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.12. Roads

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, assistance with the fulfillment of environmental and other relevant legislative requirements, design, contract administration and supervision w.r.t. new roads projects, and extension, upgrading and maintenance of existing roads. Wayleave applications. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.13. Road Pavement Management System (PMS)

- 2.13.1. The road Pavement Management System (PMS) should periodically present a network level proposal for maintaining the roads (paved and unpaved) in the Dawid Kruiper Municipal area, through an assessment of the network, based on methodical visual ratings, conducted by individuals with established experience, of each pavement section, and the system must be compatible with the municipality's corporate Geographical Information System (GIS) and Infrastructure Management Query System (IMQS).
- 2.13.2. The PMS shall be based on the TRH20, TRH22, TMH9 and TMH11 requirements. Visual assessment will form the basis of evaluating the condition of the road network, as well as for determining the need for specific actions. The collected information must be processed in such a way as to provide the output for the municipality for strategic planning and budgeting purposes, as well as for tactical planning and execution purposes. The PMS must enable the establishment of the maintenance and upgrading needs/programmes for road pavements throughout the Dawid Kruiper area. The results of the PMS should be used to update the municipality's IMQS Pavement Management System. Design, contract administration and supervision, and funding applications w.r.t. roads contracts, as well as providing Prediction Graphs to depict the overall performance of the network within the Municipality's budgetary constraints. Any other related tasks.

2.14. Stormwater

Investigations, options analyses, feasibility studies, storm water system master planning, funding applications, license applications, planning, assistance with the fulfillment of environmental and other relevant legislative requirements, design, contract administration and supervision, w.r.t. new storm water systems, and extension and upgrading and rehabilitation of existing systems. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.15. Labour Intensive Projects / EPWP

Feasibility studies, funding applications, planning, reporting, design, contract administration and supervision for the implementation of construction works in accordance with the Guidelines for the implementation of Labour Intensive projects under the Expanded Public Works Programme, as published by the National Department of Public Works. Consultants shall have personnel with the required NQF5 and NQF7 qualifications and skills available in their project team. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

2.16. Electricity

In designing and investigation of electricity related projects, all relevant electrical and other legislation, SANS standards, NRS standards and, where applicable, global Standards shall be adhered to. Designs are to be based on corporate GIS system, including update of record drawings and asset register where applicable.

Projects within the Electricity Engineering field shall generally be as follows:

- 2.16.1. Designing and upgrading of Bulk High- (HV), Medium- (MV) and Low Voltage (LV) Infrastructure, which will include protection studies.
- 2.16.2. Designing and upgrading of street light, mast light, and sport field light illumination networks.
- 2.16.3. Designing and Upgrading of Building Wiring Networks
- 2.16.4. Design, compilation and updating of HV, MV and LV Electrical Master plans.
- 2.16.5. Update of record drawings in GIS, and electrical asset register in accordance with GRAP where applicable. Managing and further development of existing electrical GIS systems.
- 2.16.6. Investigations, options analyses, environmental assessments, planning, design, and contract administration of electrical networks.
- 2.16.7. Compilation and review of any formal documents, including Master Plans and Operation and Maintenance Manuals, in accordance with legal requirements.
- 2.16.8. Any other tasks related to electricity and electrical engineering.
- 2.16.9. Grid impact studies, investigations, and analyses for Small Scale Embedded Generation installations, wheeling and any other renewable energy related tasks.
- 2.16.10. Cost of supply and tariff studies.
- 2.16.11. Planning and design of link and bulk electrical services directly related to housing projects.
- 2.16.12. Assistance with INEP, MER, MIG and all other grant applications as applicable, including business plans and reporting as necessary.

2.17. Housing Projects

The scope of work to be performed by consultants, as and when required by the Municipality, is as follows:

- 2.17.1. Assist with the provision of engineering input for the development of a human settlement housing pipeline for future projects;
- 2.17.2. Project feasibility and packaging of identified projects for approval by Department of Human Settlements (DoHS), in collaboration with the Implementing Agent;
- 2.17.3. Planning and design of link and bulk civil services directly related to the development of the housing pipeline;
- 2.17.4. Project and Construction Management;
- 2.17.5. Project monitoring and reporting;
- 2.17.6. Project closure, including updating of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system where applicable.
- 2.17.7. To execute the works along with the municipality's implementing agent at any given time;
- 2.17.8. Compilation and submission of Municipal Infrastructure Grant applications, and any other grant funding applications as and when required;

Remuneration will be as per the prescribed allowable subsidy amount by DoHS for internal infrastructure. Any other tasks related to housing.

2.18. Solid Waste Management

Investigations, options analyses, funding applications, permit applications, planning, assistance with the fulfillment of environmental and other relevant legislative requirements, design, contract administration and

construction management of new waste management facilities, and extension and upgrading of existing facilities. Update of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. External auditing of waste management facilities, attendance of and rendering of expert advice to Monitoring and other Committee meetings, meetings with statutory regulators, review and updating of the Integrated Waste Management Plan (IWMP), and monitoring and evaluation of the implementation of the IWMP. Preparation of tender documents, tender evaluation, and contract administration, and supervision of external service providers for operational contracts. Assistance with public awareness interventions. Monthly updating and analysis of the municipality's waste data, and annual calculation of budget and tariff projections. Assist with waste characterization and analysis, and organic waste diversion plans. Assist with updating of the solid waste by law from time to time, to be aligned with legislation. Any other related tasks.

2.19. Small Works

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, preliminary designs and cost estimates, assistance with the fulfillment of environmental and other relevant legislative requirements, way leave applications, and design w.r.t. new engineering projects (roads, storm water, water, sewer, structural and building) and extension, upgrading and maintenance of existing infrastructure.

Contract administration and supervision, on a daily basis, if required. Submission of record drawings and asset registers in compliance with GRAP and compatible with the municipality's corporate GIS system. Any other related tasks.

The successful tenderer(s) in this field must be available for consultation within 24 hours from notification.

3. EXTENT OF THE WORKS

3.1. The works to be carried out by consulting engineers under this contract comprises mainly of the following (refer to the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000).

- 3.1.1. Status Quo investigation reports;
- 3.1.2. Planning and investigations;
- 3.1.3. Preliminary and detailed design of projects;
- 3.1.4. Compilation of tender documentation including technical specifications;
- 3.1.5. Liaison with employer for tender advertising if required;
- 3.1.6. Tender evaluation;
- 3.1.7. Construction supervision and monitoring of projects;
- 3.1.8. Successful completion and finalization of projects;
- 3.1.9. Submission of a completion report, updating of asset register, submission of record drawings.

4. BASIS FOR ALLOCATING ENGINEERING ASSIGNMENTS

For the purposes of allocating assignments to the pre-qualified approved Professional Consultants, the following procedure shall apply:

- 4.1. Assignments will be allocated per discipline to the highest scoring bidder capable of executing the assignment within the required time period and in accordance with the technical requirements of the assignment, except where continuity or project specific background requirements and/or capacity considerations require otherwise;
- 4.2. RFQ's will be sent to all functional bidders in the relevant engineering field. The submissions will be submitted in the tender box at a specified closing date. The bid will then be subjected to a Bid Evaluation committee where points will be evaluated and a preferred bidder with the highest points will be appointed.
- 4.3. Project assignments will not necessarily be awarded to all consultancies included in the roster over the 3-year period.
- 4.4. Projects which commenced before the contract end date of 30 June 2029 will be completed.
- 4.5. Individual assignments anticipated to exceed a period of 2 years will be subject to the processes prescribed in terms of section 33 of the Local Government Municipal Finance Management Act, Act 56 of 2003.
- 4.6. Project appointments through this contract may be made by various municipal departments for a variety of projects and disciplines in different areas of the Dawid Kruijer Municipal area.

5. APPOINTMENTS OUTSIDE OF THIS TENDER

Dawid Kruijer Municipality reserves the right to make appointments of Professional Consultancies for projects without making use of the results of this tender process.



21. ALTERATIONS / AMENDMENTS BY BIDDER

The bidder must record any deviations or qualifications he may wish to make to the tender document in this Returnable Document. Alternatively, a bidder may state such deviations and qualifications in a covering letter attached to his bid, and reference such letter in this schedule.

The bidder's attention is drawn to clause C.3.8.2 of the Standard conditions of Tender regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the bidder.

PAGE / ITEM	CLAUSE / DESCRIPTION
	<p>Signed by Bidder:</p>



22. RECORD OF ADDENDA TO TENDER DOCUMENT

We confirm that the following communications which were received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

Signed by Bidder:

Attach additional pages if more space is required.



PART C – FUNCTIONALITY EVALUATION & RELATED DOCUMENTS AND ELIGIBILITY ASSESSMENT

23. FUNCTIONALITY EVALUATION (SCORE SHEET)

A summary of the Functionality requirements and points scoring is included on page 65 overleaf. Sufficient information has to be provided in the returnable schedules for evaluation in **all disciplines** tendered for.

Bids scoring less than 70% will not be evaluated further for the specific discipline.

The **same person cannot be proposed as Project Leader as well as Project Engineer** for the same discipline.

Notes to schedule on page 94:

* Shows experience in successfully completed relevant projects over the past 10 years.

Measures the service provider in terms of time, cost, and quality management. This is based on appraisals done by previous clients of the bidder of the company's performance on similar previous projects undertaken. **Pg 94 must be completed by the bidder and at least one reference, for each discipline tendered for.** The blank schedule must be duplicated if more than one discipline is tendered for. Contact details of references must be provided, as references may be contacted by the municipality to confirm the information submitted.

P.T.O.

EVALUATION ON QUALITY/FUNCTIONALITY = 100

The bidder must obtain a minimum score of 70 from points allocated for key staff and previous experience to qualify per discipline. Bidders submitting for multiple categories should submit separate CVs and previous experience for each discipline to be evaluated.

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (WATER ENGINEERING)	Weight
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed. (the requirement should be accompanied by appointment letter and reference letter with contact details).</p> <ul style="list-style-type: none"> ✓ Water retaining structures. ✓ Water and Sewer reticulation. ✓ Water and Wastewater treatment works ✓ Water Conservation / Water Demand Management (WC/WDM) ✓ Water Resources & Bulk Water ✓ Dam Safety ✓ Bulk Sewer Systems and Sewer Reticulation ✓ Water Services Institutional Plans and Reporting ✓ Water and Sewer Master Planning ✓ Groundwater Source Development and Management ✓ Water Resources & Bulk Water 	35 Points
	◦ 7 or more similar projects	<i>35 points</i>
	◦ 5- 6 similar projects	<i>25 points</i>
	◦ 3 - 4 similar projects	<i>15 points</i>
	◦ 0 -2 projects	<i>0 points</i>
2.	<p>Qualifications and experience of Key Personnel An Original SAPS Sworn Affidavit by the employee confirming that the employee is employed by the tendering entity must be attached to be evaluated and scored. Failure to provide affidavit will lead to personnel not being evaluated for qualification and experience.</p>	65 Points

Project Leader	Professional Registration as Professional Engineer/ Technologist with ECSA with the following qualifications.		15 points
	<ul style="list-style-type: none"> ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Water Engineering. ✓ "Develop and Promote Labour-Intensive Construction Strategies" (LIC NQF Level 7) ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of water and waste treatment ✓ Expertise in urban flood modeling and analysis, open channel flow hydraulics, flood protection and erosion control measures, stormwater design ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Water Engineer Qualification 		
	Proof of Qualifications for Project Leader	5 points	
	LIC Level 7	5 points	
ECSA registration	5 points		
	Water Engineer experience.		20 Points
	<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV. 		
	Evaluation of Water Engineer Experience – Only Experience post professional registration will be evaluated		
	◦ No CV attached	0 points	
	◦ 1 – 5 Years of experience	5 points	
◦ 6 – 8 Years of experience	15 points		
◦ 9 and above of experience	20 points		

Resident Engineer	Professional qualification of Resident Engineer .		15 Points
	<ul style="list-style-type: none"> ✓ A Resident Engineer with a minimum National Diploma Civil Engineering qualification + Professional Registration as Professional Engineer / Technologist/ Technician. ✓ NQF level 5 “Manage Labour-intensive Construction Processes” in labour-intensive works ✓ Please attach Certified Copies of Certificates and Qualifications. 		
	Evaluation of Resident Engineer Qualification		
	Proof of Qualifications for Project Leader	5 points	
	LIC Level 5	5 points	
	ECSA registration	5 points	
	Resident Engineer Experience		15 Points
	<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to Water Engineering related projects. ✓ Please attach a Comprehensive CV to be attached. 		
	Evaluation of Resident Engineer Experience - Only Experience post professional registration will be evaluated		
	◦ No CV attached	0 points	
◦ 1 – 4 Years	5 points		
◦ 4 – 10 Years	10 points		
◦ 10 and above	15 points		
Total points		100	

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (ROADS & STORMWATER ENGINEERING)	Weight								
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter with contact details).</p> <ul style="list-style-type: none"> ✓ Roads Geometric design and Pavement Design ✓ Stormwater drainage structures design ✓ Traffic Engineering ✓ Road and Stormwater Master Planning ✓ Road Pavement Management System (PMS) <table border="1" data-bbox="256 688 1328 966"> <tr> <td data-bbox="256 688 950 758">◦ 7 or more similar projects</td> <td data-bbox="950 688 1328 758"><i>35 points</i></td> </tr> <tr> <td data-bbox="256 758 950 827">◦ 5- 6 similar projects</td> <td data-bbox="950 758 1328 827"><i>25 points</i></td> </tr> <tr> <td data-bbox="256 827 950 896">◦ 3 - 4 similar projects</td> <td data-bbox="950 827 1328 896"><i>15 points</i></td> </tr> <tr> <td data-bbox="256 896 950 966">◦ 0 -2 projects</td> <td data-bbox="950 896 1328 966"><i>0 points</i></td> </tr> </table>	◦ 7 or more similar projects	<i>35 points</i>	◦ 5- 6 similar projects	<i>25 points</i>	◦ 3 - 4 similar projects	<i>15 points</i>	◦ 0 -2 projects	<i>0 points</i>	35 Points
◦ 7 or more similar projects	<i>35 points</i>									
◦ 5- 6 similar projects	<i>25 points</i>									
◦ 3 - 4 similar projects	<i>15 points</i>									
◦ 0 -2 projects	<i>0 points</i>									
2.	<p>Qualifications and experience of Key Personnel An Original SAPS Sworn Affidavit by the employee confirming that the employee is employed by the tendering entity must be attached to be evaluated and scored. Failure to provide affidavit will lead to personal not being evaluated for qualification and experience.</p>	65 Points								
Project Leader	<p>Professional qualification of Civil Engineer/ Technologist with the following qualifications.</p> <ul style="list-style-type: none"> ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Transportation Engineering. ✓ "Develop and Promote Labour-Intensive Construction Strategies" (NQF Level 7) ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of water and waste treatment ✓ Expertise in traffic engineering and design of various road categories including rural Proof of Qualifications for Project Leader, LIC Level 7, and ECSA registration to be attached: roads ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Transportation Engineer Qualification 	15 points								

	Proof of Qualifications for Project Leader	5 points		
	LIC Level 7	5 points		
	ECSA registration	5 points		
Resident Engineer	Transportation Engineer experience.		20 Points	
	<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV to be attached. 			
	Evaluation of Transportation Engineer Experience - Only Experience post professional registration will be evaluated			
	◦ No CV attached	0 points		
	◦ 1 – 5 Years of experience	5 points		
	◦ 6 – 8 Years of experience	15 points		
	◦ 9 and above of experience	20 points		
	Professional qualification of Resident Engineer .		15 Points	
	<ul style="list-style-type: none"> ✓ A Resident Engineer with a minimum National Diploma Civil Engineering qualification + Professional Registration as Professional Engineer / Technologist/ Technician. ✓ NQF level 5 “Manage Labour-intensive Construction Processes” in labour-intensive works ✓ Please attach Certified Copies of Certificates and Qualifications. 			
	Evaluation of Resident Engineer Qualification			
Proof of Qualifications for Project Leader	5 points			
LIC Level 5	5 points			
ECSA registration	5 points			
Resident Engineer Experience		15 Points		
<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to Roads and Stormwater Engineering related projects. ✓ Please attach a Comprehensive CV to be attached. 				
Evaluation of Resident Engineer Experience - Only Experience post professional registration will be evaluated				



◦ No CV attached	0 points	
◦ 1 – 4 Years	5 points	
◦ 4 – 10 Years	10 points	
◦ 10 and above	15 points	
Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (ELECTRICAL ENGINEERING)	Weight
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter).</p> <ul style="list-style-type: none"> ✓ Electrical structures and substations. ✓ Electrical reticulation. ✓ Alternative energy sources (Solar and alternatives) ✓ Street lighting and High mast lights ✓ Energy Efficiency and Demand Side Management 	35 Points
	◦ 7 or more similar projects	<i>35 points</i>
	◦ 5- 6 similar projects	<i>25 points</i>
	◦ 3 - 4 similar projects	<i>15 points</i>
	◦ 0 -2 projects	<i>0 points</i>
2.	<p>Qualifications and experience of Key Personnel An Original SAPS Sworn Affidavit by the employee confirming that the employee is employed by the tendering entity must be attached to be evaluated and scored. Failure to provide affidavit will lead to personal not being evaluated for qualification and experience.</p>	65 Points
Project Leader	<p>Professional qualification of Electrical Engineer/ Electrical Technologist with the following qualifications.</p> <ul style="list-style-type: none"> ✓ An Electrical Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher. ✓ "Develop and Promote Labour-Intensive Construction Strategies" (NQF Level 7) ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of electrical reticulation ✓ Understanding of various alternative energy sources (Solar or Green Energy) ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Electrical Engineer Qualification 	15 points
	Proof of Qualifications for Project Leader	5 points

LIC Level 7	5 points	
ECSA registration	5 points	
Electrical Engineer experience. <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related 		20 Points

	<ul style="list-style-type: none"> ✓ Please attach a Comprehensive CV. <p>Evaluation of Electrical Engineer Experience - Only Experience post professional registration will be evaluated</p> <ul style="list-style-type: none"> ◦ No CV attached ◦ 1 – 5 Years of experience ◦ 6 – 8 Years of experience ◦ 9 and above of experience 	
Resident Engineer	Professional qualification of Resident Engineer .	
	<ul style="list-style-type: none"> ✓ A Resident Engineer with a minimum National Diploma Electrical Engineering qualification + Professional Registration as Professional Engineer / Technologist/ Technician. ✓ NQF level 5 “Manage Labour-intensive Construction Processes” in labor-intensive works ✓ Please attach Certified Copies of Certificates and Qualifications. 	
	Evaluation of Resident Engineer Qualification	
	Proof of Qualifications for Project Leader	5 points
	LIC Level 5	5 points
	ECSA registration	5 points
	Resident Engineer Experience	15 Points
	<ul style="list-style-type: none"> ✓ A Resident Engineer with a minimum National Diploma Electrical Engineering qualification + Professional Registration as Professional Engineer / Technologist/ Technician. ✓ NQF level 5 “Manage Labour-intensive Construction Processes” in labour-intensive works ✓ Please attach Certified Copies of Certificates and Qualifications. 	



Evaluation of Resident Engineer Experience - Only Experience post professional registration will be evaluated		
◦ No CV attached	0 points	
◦ 1 – 4 Years	5 points	
◦ 4 – 10 Years	10 points	
◦ 10 and above	15 points	
Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (MECHANICAL ENGINEERING)	Weight
1.	Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter). <ul style="list-style-type: none"> ✓ Mechanical components and structures. ✓ Hydraulic Pumps and Propellers. ✓ Pump stations 	35 Points
	◦ 7 or more similar projects	<i>35 points</i>
	◦ 5- 6 similar projects	<i>25 points</i>
	◦ 3 - 4 similar projects	<i>15 points</i>
	◦ 0 -2 projects	<i>0 points</i>
2.	Qualifications and experience of Key Personnel An Original SAPS Sworn Affidavit by the employee confirming that the employee is employed by the tendering entity must be attached to be evaluated and scored. Failure to provide affidavit will lead to personal not being evaluated for qualification and experience.	65 Points
Project Leader	Professional qualification of Mechanical Engineer/ Technologist with the following qualifications; <ul style="list-style-type: none"> ✓ A Mechanical Engineer/Technologist with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Water Engineering. ✓ "Develop and Promote Labour-Intensive Construction Strategies" (NQF Level 7) ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of water and waste treatment works ✓ Expertise in mechanical engineering components and hydraulics machinery ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Mechanical Engineer Qualification 	15 points
	Proof of Qualifications for Project Leader	5 points
	LIC Level 7	5 points

ECSA registration	5 points	
Mechanical Engineer experience.		20 Points

<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV. <p>Evaluation of Mechanical Engineer Experience - Only Experience post professional registration will be evaluated</p> <table border="1"> <tr> <td>◦ No CV attached</td> <td>0 points</td> </tr> <tr> <td>◦ 1 – 5 Years of experience</td> <td>5 points</td> </tr> <tr> <td>◦ 6 – 8 Years of experience</td> <td>10 points</td> </tr> <tr> <td>◦ 9 and above of experience</td> <td>20 points</td> </tr> </table>	◦ No CV attached	0 points	◦ 1 – 5 Years of experience	5 points	◦ 6 – 8 Years of experience	10 points	◦ 9 and above of experience	20 points	
◦ No CV attached	0 points								
◦ 1 – 5 Years of experience	5 points								
◦ 6 – 8 Years of experience	10 points								
◦ 9 and above of experience	20 points								
<p>Professional qualification of Resident Engineer.</p> <ul style="list-style-type: none"> ✓ A Resident Engineer with a minimum National Diploma Mechanical Engineering Engineering qualification + Professional Registration as Professional Engineer / Technologist/ Technician. ✓ NQF level 5 “Manage Labour-intensive Construction Processes” in labor-intensive works ✓ Please attach Certified Copies of Certificates and Qualifications. <p>Evaluation of Resident Engineer Qualification</p> <table border="1"> <tr> <td>Proof of Qualifications for Project Leader</td> <td>5 points</td> </tr> <tr> <td>LIC Level 7</td> <td>5 points</td> </tr> <tr> <td>ECSA registration</td> <td>5 points</td> </tr> </table>	Proof of Qualifications for Project Leader	5 points	LIC Level 7	5 points	ECSA registration	5 points	15 Points		
Proof of Qualifications for Project Leader	5 points								
LIC Level 7	5 points								
ECSA registration	5 points								
<p>Resident Engineer Experience</p> <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to Mechanical Engineering related projects. ✓ Please attach a Comprehensive CV to be attached. <p>Evaluation of Resident Engineer Experience - Only Experience post professional registration will be evaluated</p> <table border="1"> <tr> <td>◦ No CV attached</td> <td>0 points</td> </tr> <tr> <td>◦ 1 – 4 Years</td> <td>5 points</td> </tr> </table>	◦ No CV attached	0 points	◦ 1 – 4 Years	5 points	15 Points				
◦ No CV attached	0 points								
◦ 1 – 4 Years	5 points								



◦ 4 – 10 Years	10 points	
◦ 10 and above	15 points	
Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (URBAN ENGINEERING)	Weight
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter with contact details).</p> <ul style="list-style-type: none"> ✓ Urban design and developments of new settlements 	35 Points
	◦ 7 or more similar projects	<i>35 points</i>
	◦ 5- 6 similar projects	<i>25 points</i>
	◦ 3 - 4 similar projects	<i>15 points</i>
	◦ 0 -2 projects	<i>0 points</i>
2.	<p>Qualifications and experience of Key Personnel An Original SAPS Sworn Affidavit by the employee confirming that the employee is employed by the tendering entity must be attached to be evaluated and scored. Failure to provide affidavit will lead to personal not being evaluated for qualification and experience.</p>	65 Points
Project Leader	<p>Professional qualification of Civil Engineer/ Civil Technologist with the following qualifications;</p> <ul style="list-style-type: none"> ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Urban Engineering. ✓ "Develop and Promote Labour-Intensive Construction Strategies" (NQF Level 7) ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of water and waste treatment ✓ Expertise in urban flood modeling and analysis, open channel flow hydraulics, flood protection and erosion control measures, stormwater design ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Urban Engineer Qualification 	15 points
	Proof of Qualifications for Project Leader	5 points
	LIC Level 7	5 points

ECSA registration	5 points	
Urban Engineer experience.		20 Points

Resident Engineer	<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV. <p>Evaluation of Urban Engineer Experience - Only Experience post professional registration will be evaluated</p>	
	◦ No CV attached	<i>35 points</i>
	◦ 1 – 5 Years of experience	<i>25 points</i>
	◦ 6 – 8 Years of experience	<i>15 points</i>
	◦ 9 and above of experience	<i>0 points</i>
	Professional qualification of Resident Engineer .	15 Points
	<ul style="list-style-type: none"> ✓ A Resident Engine NQF level 5 er with a minimum National Diploma Civil Engineering qualification + Professional Registration as Professional Engineer / Technologist/ Technician. ✓ NQF level 5 “Manage Labour-intensive Construction Processes” in labour-intensive works ✓ Please attach Certified Copies of Certificates and Qualifications. <p>Evaluation of Resident Engineer Qualification</p>	
	Proof of Qualifications for Project Leader	5 points
	LIC Level 5	5 points
	ECSA registration	5 points
Resident Engineer Experience	15 Points	
<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to Urban Development related projects. ✓ Please attach a Comprehensive CV to be attached. <p>Evaluation of Resident Engineer Experience - Only Experience post professional registration will be evaluated</p>		
◦ No CV attached	0 points	
◦ 1 – 4 Years	5 points	



◦ 4 – 10 Years	10 points	
◦ 10 and above	15 points	
Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (STRUCTURAL ENGINEERING)	Weight
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter with contact details).</p> <ul style="list-style-type: none"> ✓ Structural concrete structures. ✓ Steel structures ✓ Structural or Bridge Design ✓ Multi storey buildings 	35 Points
	◦ 7 or more similar projects	<i>35 points</i>
	◦ 5- 6 similar projects	<i>25 points</i>
	◦ 3 - 4 similar projects	<i>15 points</i>
	◦ 0 -2 projects	<i>0 points</i>
2.	<p>Qualifications and experience of Key Personnel An Original SAPS Sworn Affidavit by the employee confirming that the employee is employed by the tendering entity must be attached to be evaluated and scored. Failure to provide affidavit will lead to personal not being evaluated for qualification and experience.</p>	65 Points
Project Leader	<p>Professional qualification of Civil Engineer/ Technologist with the following qualifications.</p> <ul style="list-style-type: none"> ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Structural Engineering. ✓ "Develop and Promote Labour-Intensive Construction Strategies" (NQF Level 7) ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of water and waste treatment ✓ Expertise in urban flood modeling and analysis, open channel flow hydraulics, flood protection and erosion control measures, stormwater design ✓ Strong project management skills, and experience with Quality Management Systems ✓ Certified Copies of Certificates and Qualifications. <p>Evaluation of Structural Engineer Qualification</p>	15 points
	Proof of Qualifications for Project Leader	5 points
	LIC Level 7	5 points

ECSA registration	5 points	
Structural Engineer experience.		20 Points

Resident Engineer	<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV. <p>Evaluation of Structural Engineer Experience - Only Experience post professional registration will be evaluated</p>	
	◦ No CV attached	0 points
	◦ 1 – 5 Years of experience	5 points
	◦ 6 – 8 Years of experience	15 points
	◦ 9 and above of experience	20 points
	Professional qualification of Resident Engineer.	15 Points
	<ul style="list-style-type: none"> ✓ A Resident Engineer with a minimum National Diploma Civil Engineering qualification + Professional Registration as Professional Engineer / Technologist/ Technician. ✓ NQF level 5 “Manage Labour-intensive Construction Processes” in labour-intensive works ✓ Please attach Certified Copies of Certificates and Qualifications. <p>Evaluation of Resident Engineer Qualification</p>	
	Proof of Qualifications for Project Leader	5 points
	LIC Level 5	5 points
	ECSA registration	5 points
Resident Engineer Experience	15 Points	
<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to Structural Engineering related projects. ✓ Please attach a Comprehensive CV to be attached. <p>Evaluation of Resident Engineer Experience - Only Experience post professional registration will be evaluated</p>		
◦ No CV attached	0 points	
◦ 1 – 4 Years	5 points	



◦ 4 – 10 Years	10 points	
◦ 10 and above	15 points	
Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (SOLID WASTE)	Weight
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter with contact details).</p> <ul style="list-style-type: none"> ✓ Landfill Engineering & Operations ✓ Regulatory Compliance & Planning: Development of Integrated Waste Management Plans (IWMPs), EIA applications, and ensuring compliance with National Environmental Management: Waste Act (NEM: WA). ✓ Design, rehabilitation, and closure of landfill sites, including leachate collection, capping, slope stability, and importing cover material. 	35 Points
	<ul style="list-style-type: none"> ◦ 7 or more similar projects 	<i>35 points</i>
	<ul style="list-style-type: none"> ◦ 5- 6 similar projects 	<i>25 points</i>
	<ul style="list-style-type: none"> ◦ 3 - 4 similar projects 	<i>15 points</i>
	<ul style="list-style-type: none"> ◦ 0 -2 projects 	<i>0 points</i>
2.	<p>Qualifications and experience of Key Personnel An Original SAPS Sworn Affidavit by the employee confirming that the employee is employed by the tendering entity must be attached to be evaluated and scored. Failure to provide affidavit will lead to personal not being evaluated for qualification and experience.</p>	65 Points
Project Leader	<p>Professional qualification of Professional Natural Scientist (Project Leader) with the following qualifications.</p> <ul style="list-style-type: none"> ✓ An Environmentalist with a Degree/ Bachelor of Environmental Management qualification of NQF levels 7 or higher ✓ Professionally registered with SACNASP (Professional Natural Scientist / EAPASA (Environmental Assessment Practitioner) and certification at the level specified ✓ Expertise in urban and regional planning related projects. ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Professional Natural Scientist / Environmental Assessment Practitioner Qualification 	15 points
	Proof of Qualifications for Project Leader	5 points
	LIC Level 7	5 points
	ECSA registration	5 points

	Professional Natural Scientist experience. <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV. ✓ Only Experience post professional registration will be evaluated 	20 Points
Design Engineer	Natural Scientist / Environmental Assessment Practitioner	
	◦ No CV attached, 1-5 years of experience	0 points
	◦ 6 – 10 Years of experience	10 points
	◦ 10 and above of experience	20 points
	Professional qualification of a Professional Engineer/Technologist . Professional qualification of Civil Engineer/ Technologist with the following qualifications. <ul style="list-style-type: none"> ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Structural Engineering. ✓ "Develop and Promote Labour-Intensive Construction Strategies" (NQF Level 7) ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of water and waste treatment ✓ Expertise in urban flood modeling and analysis, open channel flow hydraulics, flood protection and erosion control measures, stormwater design ✓ Strong project management skills, and experience with Quality Management Systems 	15 Points
	Please attach Certified Copies of Certificates and Qualifications.	
	Proof of Qualifications for Project Leader	5 points
	LIC Level 5	5 points
	ECSA registration	5 points
	Design Engineer Experience	
<ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to landfill site, and solid waste management related projects. ✓ Please attach a Comprehensive CV to be attached. 	15 Points	
Evaluation of Design Engineer Experience - Only Experience post professional registration will be evaluated		
◦ No CV attached	0 points	
◦ 1 – 4 Years	5 points	

MUNISIPALITEIT



MUNICIPALITY

	◦ 4 – 10 Years	10 points	
	◦ 10 and above	15 points	
	Total points		100

SIGNATURE (Bidder)		Name (Print)		Capacity		Date	
NAME OF FIRM							
FOR OFFICE USE ONLY:		Evaluated by		Signature		Date	
		Designation					

24. CONSULTANT'S PRACTICE

1. Bidders shall provide the following information regarding the Consultant's Practice:

1.1. % of Principals (What is a principal) having Professional Status (tick applicable):

>90%	70%-90%	40%-70%	<40%

1.2. Staff (state number):

1.2.1. Total no. of Principal(s): _____

1.2.2. No. of Principals with Professional registration _____

1.2.3. Number of skilled technical staff, e.g. Engineers, Scientists, Technologists, Technicians (other than principles):

1.3. Disciplines/Areas of expertise tendered for: (Tick applicable below)

Sufficient information has to be provided in the returnable documents to confirm expertise in all disciplines/fields of expertise tendered for.

1	CIVIL ENGINEERING	
1.1	Urban Engineering	
1.2	Water Engineering	
1.3	Roads and Stormwater Engineering	
1.4	Structural Engineering	
2	Mechanical Engineering	
3	Electrical Engineering	
4	Solid Waste	

**25. COMPANY EXPERIENCE AND TRACK RECORD**

The bidder shall indicate on the schedule below all projects that have been **completed successfully** within **the past ten years** and indicate specifically those **applicable to the areas of expertise tendered for**, as indicated on page 89, and **also indicate all those projects completed for organs of state**. The names of **contactable references and contact details are essential** to enable the municipality to verify the information submitted.

THE BIDDER CAN REPRODUCE THE TABLE AT AN APPROPRIATE SCALE TO SUIT THE INFORMATION.

P.T.O.



26. KEY PERSONNEL

The bidder is referred to clause C.2.1.3.(b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the bidder in order for the bidder to be eligible to submit a tender. The **Curriculum Vitae of everyone must be included including Certified ID Copy, qualifications, and professional registration**

The **same person cannot be proposed as Project Leader as well as Project Engineer for the same discipline.**

P.T.O.



KEY PERSONNEL				
Name	Job Title	Qualifications	ECSA / SACNASP Registration No.	No. of Years Relevant Experience
1. PROJECT LEADERS				
2. PROJECT ENGINEERS				

27. EXPERTISE OF KEY PERSONNEL

Notwithstanding having appended the **Curriculum Vitae** of the key personnel to the Schedule of Key Personnel on page 91, the bidder shall provide information in the format provided on page 94 (the bidder can reproduce the tables at an appropriate scale to suit the information) for the Project Leader and Project Engineer/Scientist for each discipline tendered for. An Original SAPS Sworn Affidavit confirming that the employee is employed by the tendering entity must be attached to be evaluated and scored. No points for functionality will be allocated if the affidavit is not submitted

The **same person cannot be proposed as Project Leader as well as Project Engineer for the same discipline.**

Any other relevant information may also be appended to this schedule.

P.T.O.





EXPERTISE OF KEY PERSONNEL						
EXPERIENCE						
Project	Description	Duration (from-to)	Responsibility (e.g. Engineer / Project Manager)	Client & Contact Name & Phone No & E-Mail Address	Fee Value	Contract Value
1. PROJECT LEADER:						
Name:						
2. PROJECT ENGINEER / SCIENTIST:						
Name:						

28. REFERENCE SCHEDULE

PLEASE NOTE

<p>This schedule must be completed for each discipline tendered for in order to be awarded points for TRACK RECORD for the discipline.</p>

ASSESSMENT BY NOMINATED REFERENCES PER DISCIPLINE TENDERED FOR:

- The Bidder is required to have the schedule below completed and signed by at least one contactable reference **for each discipline tendered** for. The blank form should be duplicated for completion for each discipline tendered for. Only references for projects completed in the last 10 years will be considered. General reference letters that do not include all the information below will not be accepted.
- All completed Reference Schedules are to be included in the bid submission.
- Clear **contact details of references must be provided**, to enable the verification of referent submissions by Dawid Kruiper Municipality if deemed necessary.
- If projects cannot be verified no points be allocated

Bidder (company) being evaluated:				
Discipline tendered for by Bidder:				
Referent name:				
Referent Company:				
Postal address of Referent:				
Contact number of Referent:				
Email address of Referent:				
Name of Project being assessed:				
Project Description:				
Project Duration:				
Project Completion Date:				
Final Total Project Cost:				
Final Project Fee Value:				
Referent's overall assessment of the performance of the bidder in terms of professionalism, quality of service, technical expertise, time management, and value for money (mark the appropriate block with an X)	Excellent	Good	Average	Poor
Additional comments (if any):				
Signature of Referent:				

**29. PROFESSIONAL INDEMNITY INSURANCE**

The bidder is referred to clause C.2.1.3.(c) of the Tender Data and shall state below details of the professional indemnity insurance held by the bidder. Where the bidder is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE HELD		
Name of Insured	Name of Insurer	Limit of Indemnity i.r.o. each Claim

30. ELIGIBILITY ASSESSMENT CHECKLIST

	Criteria	Page	YES	NO	Comment
1.	General				
1.1	Professional Indemnity Insurance minimum value of R 2million	Pg. 46			
1.2	Social Responsibility	Pg. 47			
2.	Project Leader				
2.1	ECSA /SACNASP registered professional	Pg. 91			
2.2	Adequate relevant experience	Pg. 94			
2.3	Acted as GCC Engineer on similar projects	Pg. 94 and CV's			
3.	Project Engineer				
3.1	Qualified Engineer / Technologist / Technician	Pg. 91			
3.2	Min 5 years post graduate relevant experience	Pg. 94			
4.	Functionality Scoring				
4.1	Minimum scores as specified	Pg. 65-86			



PART D – PRICING DATA AND FORM OF OFFER

31. PRICING INSTRUCTIONS**1. PREAMBLE TO THE PRICING SCHEDULE**

- 1.1. The fee scales for services rendered in terms of the scope of works of this contract will be agreed per project in accordance with the latest "Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000)", as amended from time to time and published in the Government Gazette, after taking into account e.g. the project type, project value, project situation, and engineering effort. Official short title: "ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons".
- 1.2. The bidder must firstly indicate in the Pricing Schedule the % discount to be offered on the fee scale for services rendered per project on this contract, to a **maximum discount of 15%**. Bids offering discount in excess of 15% will be rejected.
- 1.3. The bidder must also indicate in the Pricing Schedule the **% mark-up that will be charged on sub-contracting other service providers**, e.g. specialists for surveys, environmental investigations, geotechnical investigations, health and safety requirements, laboratory testing, asset management requirements, software licenses, etc.
- 1.4. The bidder must also indicate in the Pricing Schedule the **rates offered for Travelling and Printing Expenses**. These rates will be escalated annually on 1 July at the latest available CPI rate.
- 1.5. Where necessary, recoverable costs will be reimbursed based on actual cost (e.g. advertising, sub-consultants, etc.), and proof of such expenditure must accompany all claims. The service provider will procure the services of sub-consultants on a 3-quote basis where practically possible, for the Employer's approval.
- 1.6. The bidder must price the items in the Pricing Schedule in **non-erasable wet black ink**.
- 1.7. **No correction fluids** may be used to correct mistakes.

In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
- 1.8. Time based rates will apply when specifically agreed upon per project.
- 1.9. Time based **professional fees will not be reimbursed for travel time**. A maximum of 250 km per return trip will be reimbursed for distance travelled.
- 1.10. The Bidder **MUST** indicate on page MBD4 whether he/she/the entity is a registered VAT Vendor or not.



32. PRICING SCHEDULE

NOTE:

11. The document **MUST** be completed in non-erasable black ink.
 12. **NO** correction fluid/tape may be used.
 a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 13. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.

	INDICATE WITH AN 'X'								
Are you/is the firm a registered VAT Vendor	YES					NO			
If "YES", please provide VAT number									

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

hereby offer to Dawid Kruiper Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Dawid Kruiper Municipality and subject to the conditions of tender, aligned to the percentages and rates offered hereunder:

PRICING SCHEDULE:

P.T.O \longrightarrow



PRICING SCHEDULE

Item	Item Description	Unit	Quantity for tendering purposes	Rate Offered (excl. VAT)	Total Amount for item, excluding VAT (Rands)
1.	FEES FOR PROFESSIONAL SERVICES:				
1.1	Professional Fees (before any discount): Example of R1,000,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,000,000.00
	(Professional fee scale shall be agreed per project in accordance with the latest "ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons", as amended from time to time and published in the Government Gazette, pertaining to Engineering Projects.)				
1.2.	% Discount offered on item 1.1 (maximum -15%): (CARRY OVER TO FORM OF OFFER, PAGES 104)	%	n/a	- %	- R
TOTAL OFFERED FOR ITEM NO. 1 (SUM OF ITEMS 1.1 AND 1.2):					R
2.	MARKUP ON THE USE OF SUB-CONSULTANTS:				
2.1	Sub-consultants Costs Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a 3 quote basis where practically possible, for the Employer's approval)				
2.2.	Mark-up % tendered on item 2.1: (CARRY OVER TO FORM OF OFFER, PAGES 104)	%	n/a	+ %	R
TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS 2.1 AND 2.2):					R
3.	TRAVELLING AND PRINTING COSTS:				
	Item Description	Unit	Quantity for tendering purposes	Unit Rate Offered (Rand, excl. VAT)	Total Amount for item, excluding VAT (Rands)
3.1.	Distance travelled for Dawid Kruiper projects (km) – example of 250km for tender purposes only	km	250		
3.2.	A0 Plotting of drawings	No.	30		
3.3.	A0 Plotting of colour drawings	No.	30		
3.4.	A1 Plotting of drawings	No.	40		



Item	Item Description	Unit	Quantity for tendering purposes	Rate Offered (excl. VAT)	Total Amount for item, excluding VAT (Rands)
3.5.	A1 Plotting of colour drawings	No.	40		
3.6.	A2 Plotting of drawings	No.	50		
3.7.	A2 Plotting of colour drawings	No.	50		
3.8.	A3 Plotting of drawings	No.	100		
3.9.	A3 Plotting of colour drawings	No.	100		
3.10.	A4 Plotting of drawings	No.	200		
3.11.	A4 Plotting of colour drawings	No.	200		
3.12.	A0 Duplicating of drawings	No.	30		
3.13.	A0 Duplicating of colour drawings	No.	30		
3.14.	A1 Duplicating of drawings	No.	40		
3.15.	A1 Duplicating of colour drawings	No.	40		
3.16.	A2 Duplicating of drawings	No.	50		
3.17.	A2 Duplicating of colour drawings	No.	50		
3.18.	A3 Duplicating of drawings	No.	100		
3.19.	A3 Duplicating of colour drawings	No.	100		
3.20.	A4 Duplicating of drawings	No.	200		
3.21.	A4 Duplicating of colour drawings	No.	200		
3.22.	A4 Photocopies	No.	400		
3.23.	A4 Photocopies Colour	No.	100		
3.24.	A3 Photocopies	No.	200		
3.25.	A3 Photocopies Colour	No.	50		
TOTAL TENDERED FOR ITEM NO. 3 (SUM OF ITEMS 3.1 TO 3.25):					R



Item	Item Description				Total Amount for item, excluding VAT (Rands)
4.	TOTAL FOR FEES, SUB-CONSULTANTS, TRAVELLING, AND PRINTING:				
4.1	Sum of totals for Items 1, 2 and 3 above (i.e. Including amounts for items 1.1, 1.2, 2.1, 2.2, and 3.1. to 3.25):				R
4.2	15% VAT on Item 4.1 above:				R
TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS 4.1, AND 4.2):					R

33. FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

**TENDER NO. TN007/2026: APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING PROJECTS
IN THE DAWID KRUIJER MUNICIPALITY FOR A CONTRACT PERIOD
ENDING 30 JUNE 2029**

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

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

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

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, as amended from time to time.

Markup percentage offered on all appointments of sub service providers (from page 80:			
	% In figures		%
	Percentage in words		percent
Rates offered for Travelling and Printing (from pages 80 and 81):			Unit
			Rate/unit (Rand), excluding VAT
3.1.	Distance travelled for Dawid Kruijer projects (km) – example of 250km for tender purposes only	km	
3.2.	A0 Plotting of drawings	No.	
3.3.	A0 Plotting of colour drawings	No.	
3.4.	A1 Plotting of drawings	No.	
3.5.	A1 Plotting of colour drawings	No.	
3.6.	A2 Plotting of drawings	No.	
3.7.	A2 Plotting of colour drawings	No.	
3.8.	A3 Plotting of drawings	No.	
3.9.	A3 Plotting of colour drawings	No.	
3.10.	A4 Plotting of drawings	No.	
3.11.	A4 Plotting of colour drawings	No.	
3.12.	A0 Duplicating of drawings	No.	
3.13.	A0 Duplicating of colour drawings	No.	

3.14.	A1 Duplicating of drawings	No.	
3.15.	A1 Duplicating of colour drawings	No.	
3.16.	A2 Duplicating of drawings	No.	
3.17.	A2 Duplicating of colour drawings	No.	
3.18.	A3 Duplicating of drawings	No.	
3.19.	A3 Duplicating of colour drawings	No.	
3.20.	A4 Duplicating of drawings	No.	
3.21.	A4 Duplicating of colour drawings	No.	
3.22.	A4 Photocopies	No.	
3.23.	A4 Photocopies Colour	No.	
3.24.	A3 Photocopies	No.	
3.25.	A3 Photocopies Colour	No.	

Signature			
Name			
Capacity			
For the tenderer:	<i>(Insert name and address of organisation)</i>		
Name of witness:		Date	
Signature of witness:			

1. ACCEPTANCE

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

The terms of the contract are contained in the Tender Document as a whole and drawings and documents or parts thereof, which may be incorporated by reference into the tender document. Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature:			
Name:			
Capacity:			
For the Employer:	Dawid Kruiper Municipality, 1 Mutual Street, Upington, 8801		
Name of witness:		Date:	
Signature of witness:			



34. SCHEDULE OF DEVIATIONS

	Subject	Details
1.		
2.		
3.		
4.		
5.		

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

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

FOR THE BIDDER:

Signature			
Name			
Capacity			
For the tenderer:	<i>(Insert name and address of organisation)</i>		
Name of witness:		Date	
Signature of witness:			

FOR THE EMPLOYER:

Signature:			
Name:			
Capacity:			
For the Employer:	Dawid Kruijer Municipality, 1 Mutual Street, Upington, 8801		
Name of witness:		Date:	
Signature of witness:			