



UMKHANYAKUDE DISTRICT MUNICIPALITY

CONTRACT NO SCM 011/2022/2023

BID DESCRIPTION APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (1 FOR NORTHERN REGION & 1 FOR SOUTHERN REGION) FOR THE IMPLEMENTATION OF WATER CONSERVATION/ WATER DEMAND MANAGEMENT STRATEGY FOR UMKHANYAKUDE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS

TOTAL BID AMOUNT _____

AMOUNT IN WORDS _____

CLOSING DATE 12h00, Monday, the 21st of November 2022

NAME OF THE BIDDER _____

CONTACT PERSON _____

STREET ADDRESS _____

TELL: _____

CELL: _____

PREPARED BY:

Umkhanyakude District Municipality

Kingfisher Road

Mkuze

3965

Tel: (035) 573 8600

Fax: (035) 573 1094

REQUEST FOR PROPOSALS

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Appointment of Professional Service Providers (1 for Northern region & 1 for Southern region) for the “The Implementation of Water Conversation/ Water Demand Management Strategy within UMkhanyakude District Municipality for a Period of 36 Months”

TENDER NUMBER: SCMU 011/2022/2023

The UMkhanyakude District Municipality invites proposals from Professional Service Providers (1 for Northern Region & 1 for Southern Region) registered with CESA with institutional knowledge of the water services authority municipality for the “**The Implementation of Water Conversation/ Water Demand Management Strategy within UMkhanyakude District Municipality for a Period of 36 Months**”.

Joint ventures or potentially emerging enterprises that satisfy the criteria stated in the tender data are eligible to tender.

EVALUATION CRITERIA

Criteria	Weight %
Company Experience & Quality Assurance	25%
Experience of Key Personnel	65%
Approach, Methodology and Work Plan	5%
Programme	5%
TOTAL	100%

Tender documents will be upload on eTender Portal (www.etenders.gov.za)

A compulsory clarification meeting with representatives of the employer will take place at the uMkhanyakude District Municipality Offices at Harlinger No.13433, Kingfisher Road, Mkuze, KwaZulu Natal, Technical boardroom, on 24th October 2022 at 10h00 am. No late comers will be accepted.

Queries relating to the technical issues of these documents may be addressed to: Mr NE Biyase tel. 035 573 8600, e-mail: and no queries will be taken after the 27th of November 2022.

The closing time for receipt of tenders is at 12h00 on 21 November 2022.

Only tenders deposited into the official tender box by the closing time and date will be accepted. Tenders, completed as prescribed, shall be sealed in an envelope marked “Tender No. SCMU:011/2022/2023” and deposited in the official tender box in the foyer of Harlinger No.13433, Kingfisher Road, Mkuze, KwaZulu Natal. The municipality will not be held responsible for any tenders delivered by courier services.

UMkhanyakude District Municipality subscribes to the Municipal Supply Chain Management Regulations and Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000): Preferential Procurement Regulations, 2017. The 90/10 preferential point system will be applicable, with 90 points for price and 10 point for B-BBEE Status Level of Construction, allocated as follows:

A score for functionality shall be used as pre-qualification criteria for a tenderer to be evaluated further onto financial and preferential evaluation. The minimum score for functionality shall be 70. A tenderer scoring less than the stipulated minimum points shall not be evaluated further.

Tenderers shall take note of the following tender conditions:

- The Employer reserves the right to award to one or more service provider(s).
- Umkhanyakude District Municipality does not bind itself to accept the lowest or any tender.

T1.2

-
- Tenders submitted are to remain valid for 90 days from the closing date for submission of tenders.

Kindly note: Regulation 44 of Municipal Supply Chain Management Regulations states that the Municipality may not make any award to a person who is in the service of the state.

The Bid Committee of UMkhanyakude District Municipality reserves the right to appoint or not appoint and does not bind itself to accept the lowest or any tender

MR. M.W. NXUMALO: ACTING MUNICIPAL MANAGER

T1.2 TENDER DATA (INCLUDING SPECIAL CONDITIONS OF TENDER)

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, and as Annex F of the CIDB Standardized Construction Procurement Documents for Engineering and Construction Works (28 May 2010). This document is obtainable separately.

For purposes of this Contract the following Special Condition of Tender shall apply:

F.3.8 Test for responsiveness

Sub-Clause F.3.8.1 Add the following new sub-clause:

“d) Meets the minimum Functionality requirement stated in the Tender Data.”

F3.11.5 Method 4: Financial offer, quality and preferences

Delete this Clause in its entirety and substitute with:

“F.3.11.5 Functionality

Each member of the Employer’s tender evaluation committee is to independently score each tender in respect of functionality offered in accordance with the provisions of F.3.11.9. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any.”

Clause F.3.11.9 Scoring Quality

Substitute the word ‘quality’ wherever it appears with the word ‘functionality’.

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

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

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is UMkhanyakude District Municipality
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the following documents: VOLUME 1 – Tendering Procedures and Returnable Documents Part T1: Tendering procedures Part T2: Returnable documents VOLUME 2 – Offer, Contract, Price and Scope of Work Part C1: Agreements and Contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
	F.1.4 Communication and Employer’s agent
F.1.4	The Employer’s agent is:

T1.2

	<p>It should be noted that the Employer has no agent acting on his behalf for the purpose of this tender. The Employer's representative, for the purpose of any communication between the Employer and the tenderer is:</p> <p><u>Tender Queries</u></p> <p>Name: Mr NE Biyase Address: Harlingen No.13433, Kingfisher Road, Mkuze Tel: 035 573 8600 E-mail: nonhlanhlam@ukdm.gov.za/bongiwe@ukdm.gov.za</p>
	F.1.5 The Employer's right to accept or reject any tender offer
F.1.5.2	The minimum period will be 3 months
	F.2.1 Eligibility
F.2.1	<p>UMkhanyakude District Municipality will only consider submissions from tenderers who satisfy the following criteria:</p> <ul style="list-style-type: none"> a) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; b) the Tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; c) the Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; d) the Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. e) Tenderers are required to achieve at least 30% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with UMkhanyakude District Municipality's BBBEE policy initiative. f) The service provider must have the following professionals in their project team, a Team Leader and Engineer/Technologist professionally Registered with ECSA
	F.2.7 Clarification meeting
F.2.7	There shall be a compulsory clarification briefing. The details for which are stated in the Tender Notice and Invitation to Tender.
	F.2.12 Alternative tender offers
F.2.12	No alternative tender offers shall be considered.
	F.2.13 Submitting a tender offer
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original
F.2.13.5 and F.2.13.7	The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender.

T1.2

	<p>Identification details The identification details which must be stated in the tender offer outer package are: Tender Number Title of Tender Closing Date Closing Time Tenderer's Name Tenderer's Address</p> <p>Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued.</p> <p>The tender box is available to the public from Monday between 07h30 to 16h00. It is the Tenderers sole responsibility to ensure that tenders are placed in the tender box and only Tenders that have been placed in the tender box before the stipulated closing date and time shall be considered.</p>
F .2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time
F.2.15	The closing time for submission of tender offers is as stated in T.1.1 Tender Notice and Invitation to Tender.
	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is ninety (90) days from the closing date.
	F.2.19 Inspections, tests and analysis
F .2.19	N/A
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Employer shall not award a contract to any tenderer that does not hold a valid professional indemnity insurance providing cover in an amount of not lower than a minimum of R 5 million in respect of each and every claim during the period of insurance. Proof of insurance must be submitted with the tender and appended to Returnable Schedules.
	F.2.23 Certificates
F.2.23	The Tenderer is required to submit with his tender: <ol style="list-style-type: none"> 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) Central Supplier Database (CSD) Report 3) Proof of good standing in terms of the COID Act 4) Certificate of Independent Bid Determination 5) Valid construction sector BBBEE certificate 6) Company Registration Certificate 7) Registration Certificates of Professional bodies
	F.3.4 Opening of tender submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F3.8 Test for responsiveness
F.3.8	The minimum qualifying Functionality Evaluation Score shall be Eighty (80) points
	F.3.11 Evaluation of tender offers

T1.2

F.3.11.3 F.3.11.7 F.3.11.8	The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preference).												
F.3.11.9	<p>The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:</p> <table border="1" data-bbox="347 421 1321 723"> <thead> <tr> <th data-bbox="347 421 1145 488">Criteria</th> <th data-bbox="1145 421 1321 488">Weight %</th> </tr> </thead> <tbody> <tr> <td data-bbox="347 488 1145 533">Company Experience & Quality Assurance</td> <td data-bbox="1145 488 1321 533">25%</td> </tr> <tr> <td data-bbox="347 533 1145 577">Experience of Key Personnel</td> <td data-bbox="1145 533 1321 577">65%</td> </tr> <tr> <td data-bbox="347 577 1145 622">Approach, Methodology and Work Plan</td> <td data-bbox="1145 577 1321 622">5%</td> </tr> <tr> <td data-bbox="347 622 1145 667">Programme</td> <td data-bbox="1145 622 1321 667">5%</td> </tr> <tr> <td data-bbox="347 667 1145 723">TOTAL</td> <td data-bbox="1145 667 1321 723">100%</td> </tr> </tbody> </table> <p><u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u></p> <p>The score allocated by each Bid Evaluation Committee member for a tender shall be the sum of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.</p>	Criteria	Weight %	Company Experience & Quality Assurance	25%	Experience of Key Personnel	65%	Approach, Methodology and Work Plan	5%	Programme	5%	TOTAL	100%
Criteria	Weight %												
Company Experience & Quality Assurance	25%												
Experience of Key Personnel	65%												
Approach, Methodology and Work Plan	5%												
Programme	5%												
TOTAL	100%												
	F.3.17 Provide copies of the contracts												
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).												

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer shall complete and submit the following returnable schedules and documents:

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T.2.7
T2.2.2 Declaration of Interest		T2.9
T2.2.3 Declaration of Tenderer's Past Supply Chain Management Practices		T2.12
T2.2.4 Tax Compliance Status Letter Requirements		T2.14
T2.2.5 Proof of Attendance at the Compulsory Clarification Meeting		T2.16
T2.2.6 Certificate of Independent Bid Determination		T2.17
T2.2.7 Contract Participation Goals (CPG)		T2.20
T2.2.8 Tenderer's Experience		T2.24
T2.2.9 Key Personnel Assigned to the Work		T2.27
T2.2.10 Experience of Key Personnel		T2.28
T2.2.11 Approach Paper/ Methodology		T2.32
T2.2.12 Preliminary Programme		T2.34
T2.2.13 Registration Certificate / Agreement / ID Document/Banking Details		T2.37
T2.2.14 Amendments, Qualifications and Alternatives		T2.38
T2.2.15 Record of Addenda to Tender Documents		T2.40
T2.2.16 Preference Points claim form in terms of the MFMA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		T2.41
T2.2.17 Invitation to Bid		T2.48
T2.2.18 Letter of Good Standing in terms of COID Act		T2.49
T2.2.19 Tenderer's Health and Safety Declaration		T2.50
T2.2.20 Proof of Public Liability Insurance		T2.51
T2.2.21 Proof of Professional Indemnity Insurance		T2.52
T2.2.22 Central Supplier Data base (CSD) Report		T2.53
T2.2.23 CESA Membership Certificate		T2.54
T2.2.24 ISO 9001 Certificate		T2.55

T2.2.

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....

Mr/Mrs (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE **DATE**

T2.3.

C. PARTNERSHIP

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

Full name of Partner	Residential Address	Signature
.....
.....
.....
.....

We, the partners in the business trading as

hereby authorize
to sign this Tender as well as any contract resulting from the Tender and any other documents and
correspondence in connection with this Tender and /or contract on behalf of

..... Signature Signature Signature
--------------------	--------------------	--------------------

..... Date Date Date
---------------	---------------	---------------

T2.4.

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

T2.5.

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on 20

Mr/Mrs, Mr/Mrs

Mr/Mrsand Mr/Mrs
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture)

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

G. CONSORTIUM

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on20

Mr/Mrs ,
(whose signature appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium)

In his/her capacity as:

Signature Date:

T2.8.

H: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER					
NAME OF ACCOUNT HOLDER AT BANK					
TYPE OF ACOUNT (Please tick)	CURRENT/CHEQUE	<input type="checkbox"/>	SAVINGS	<input type="checkbox"/>	TRANSMISSION
BANK					
BRANCH NAME					
ACCOUNT NUMBER					
BRANCH CODE					
BANK TELEPHONE NO					
BANK ADDRESS					
NAME OF BANK MANAGER					
TELEPHONE NUMBER					
FAX NUMBER					
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK					
CREDIT FACILITIES AVAILABLE (State Amount)					

*****Attach a letter from the bank stating the tenderer's bank rating to this page.*****

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

I INVITATION TO TENDER

The Appointment of Professional Service Providers (1 for Southern Region & 1 for Northern Region) for the “*The Implementation of Water Conversation/ Water Demand Management Strategy within uMkhanyakude District Municipality for a Period of 36 Months*”

TENDER NUMBER: SCMU 011/2022/2023

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Tenderers shall take note of the following tender conditions:

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Kindly note: Regulation 44 of Municipal Supply Chain Management Regulations states that the Municipality may not make any award to a person who is in the service of the state.

The Bid Committee of uMkhanyakude District Municipality reserves the right to appoint or not appoint and does not bind itself to accept the lowest or any tender

MR. M.W. NXUMALO: ACTING MUNICIPAL MANAGER

T2.2.2 DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number: ...

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

T2.11.

.....
2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:
.....
.....
.....

T2.12.

3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2.3 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**(To be completed by Tenderer)**

- 1 This Section must form part of all Tenders invited.
- 2 It serves as a declaration to be used by Umkhanyakude District Municipality 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 Tender of any Tenderer may be disregarded if such Tenderer, or any of its directors have-
 - a. abused Umkhanyakude District Municipality 's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</i></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes	No
4.3.1	If so, furnish particulars:		

T2.14.

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

CERTIFICATION

I, THE UNDERSIGNED

(FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

MBD 2**T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS**

It is a condition of a Tender that the taxes of the successful Tenderer **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

T2.16.

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)

[Tax Compliance Status (TCS) Letter obtained from SARS to be inserted here]

T2.2.5 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING

CERTIFICATE OF ATTENDANCE

CONTRACT NO. 011/2022/2023

This is to certify that

(Tenderer)

of (address)

.....

.....

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at

(location).....

..... on (date)

starting at (time)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the Tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This section must form part of all tenders¹ 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 tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

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

² Tender rigging (or collusive tendering) 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 Employers who wish to acquire goods and / or services through a tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

T2.19.

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (continued)

I, the undersigned, in submitting the accompanying tender:

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

.....
(Name of Institution)

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

I certify, on behalf of: that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders that are suspicious will be reported

T2.20.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.2.7 CONTRACT PARTICIPATION GOALS

Objective

The objective of Umkhanyakude District Municipality's empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / construction and consulting industry through achieving one or more of the following objectives:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

Contract Participation Goals

Contract Participation Goal (CPG) – the **final** value of services paid to the CPG Partner/s based on the **final** contract value.

At the time of awarding the contract the 30% minimum CPG amount will be based on the contract award value exclusive of the following:

- VAT, CPA and Contingencies.

During contract implementation, adjustments relating to Provisional Sums and Contingencies linked to the CPG allocation will be agreed upon between the parties to the contract, as and when the need arises.

CPG Partner/s – Umkhanyakude District Municipality will provide or arrange a CPG Partner/s to work with the successful company. The appointed Professional Service Provider may be required to assist with the evaluation of a CPG partner/s.

Tenderers are required to achieve at least 30% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

- 30% includes any special materials
- 30% excludes VAT, CPA and Contingencies.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:
 - Variation Orders – Each VO will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted, in its entirety or partially, as part of CPG or not.
 - Re-measurable Items (including CPA, and provisional sums) – Each re-measurable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.

Within 2 weeks of the award of contract, the tenderer will be required to submit a cash flow projection for the main contractor and the CPG Partner/s

Applicability

The CPG target is applicable to all contracts to be adjudicated through the Umkhanyakude District Municipality procurement process and shall be achieved through the following mechanisms:-

T2.22.

-
- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
 - The CPG Partner/s shall be selected according to the following criteria:
 - CPG Partner/s are to be obtained from Umkhanyakude District Municipality's database of Service Providers specifically earmarked for CPG purposes.
 - In the event of services where Umkhanyakude District Municipality does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration by Umkhanyakude District Municipality.
 - Main service provider may propose a suitable CPG Partner/s, but Umkhanyakude District Municipality reserves the right to provide or arrange a CPG Partner/s to work with the successful company.
 - Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to Umkhanyakude District Municipality whilst making profit margins consistent to the profit margins that the main Service Provider would have made under normal trading processes.
 - Value of the work to be sub contracted shall be at least **30% (minimum of 10% shall be due to Black Women participation and another 10% for Local participation)** of the total contract value excluding VAT, CPA and Contingencies.
 - CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
 - The work allocated to the CPG Partner shall be performed by the CPG Partner directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.
 - The main Service Provider **shall not** substitute any CPG Partner/s without the written approval of Umkhanyakude District Municipality.
 - The working capital arrangements between the main Service Provider and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.

Invoicing and Payment

The monthly measurement and payment will be according to the following guideline:

- Submission of payment certificate by the Service Provider– by 30th of each month, or the nearest previous working day. The submission from the Service Provider shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner.
- Payment to the Service Provider – on the last day of the following month;
- The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Service Provider has been paid by uMkhanyakude District Municipality; and
- The submission from the Service Provider must include a schedule that clearly shows the following:
 - Total Contract Sum
 - Total amount payable to CPG Partner/s excluding current month
 - Amount payable to CPG Partner for current month
 - % split of Total amount payable to Main Service Provider and CPG Partner/s

Monitoring and Reporting on CPG

- uMkhanyakude District Municipality will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.

T2.23.

- The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Service Provider. Should disagreements arise, uMkhanyakude District Municipality reserves the right to intervene to resolve the disagreement.
- CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings where applicable.

Eligibility Criteria

For tenders where the CPG target is applicable, those that do not offer a **minimum** CPG participation of **35%** (including minimum 10% Black Women participation and another 10% for Local participation) according to the requirements mentioned above, will be deemed **ineligible**.

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

UMKHANYAKUDE DISTRICT MUNICIPALITY

do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities. Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umkhanyakude District Municipality.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with Umkhanyakude District Municipality in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of Umkhanyakude District Municipality's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with Umkhanyakude District Municipality, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Umkhanyakude District Municipality for a period not exceeding ten (10) years.

T2.25.

7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (Umkhanyakude District Municipality and the Bidder); and Umkhanyakude District Municipality shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.27.

Scoring of the Tenderer's Company experience will be as follows:[25%]

Point Allocation Criteria		Weighting Allocated
<p>Company Experience</p> <p>The evaluation will consider the nature of the reference projects, scope of services provided and Employer/Client references.</p> <p>NOTES:</p> <ul style="list-style-type: none"> Appointment Letters or Completion Certificates or Reference Letters for on-going project indicating annual completion of annual allocated scope are to be provided for civil infrastructure projects. Minimum of three years, Water Conservation/Water Demand Management (WC/WDM), Water infrastructure Designs, Catchment Management, Public Participation, Technology Innovative (Digital Metering Systems, Telemetry systems), Leak Detection, Skills Development Support training Programmes, Revenue Enhancements and No-drop Audits Plan projects successfully implemented. Clear and contactable references are to be included 		
No submission	0	25
Three projects	5	
Four to Eight projects	10	
Above ten or more projects	15	
Company Quality Assurance		
No Submission	0	
In-house Quality Management System	5	
Accredited ISO 9001 – 2015 Certification	10	

T2.28.

T2.2.8 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

T2.2.9 KEY PERSONNEL ASSIGNED TO THE WORK

Insert in the table below the key personnel and their proposed function

Key personnel are those who will play an essential role in the contract. These include the persons responsible for managing the contract, co-ordinating the engineering, discipline lead engineers, subject matter experts and management of the construction monitoring phase where relevant

Tenderers are advised to check the functionality requirements listed for key personnel in Section T2.2.10 to ensure the nominated key personnel are appropriately qualified and experienced. The key personnel that will be evaluated for functionality in terms of Section T2.2.10 are to be listed in the table below. Tenderers may list additional Key Personnel in the additional rows provided but these will not be scored for functionality.

Professional Fees for Professional Personnel are to be within the gazetted Engineering Council of South Africa (ECSA) or Department of Public Service and Administration (DPSA) rates ranges. Any underpricing for such personnel, and their registration numbers, will be reported to ECSA for unethical behaviour, and the Professional Service Provider reported to the Consulting Engineers South Africa (CESA) for violation of Code of Conduct. **Such bids will also be rendered non-responsive and thus lead to disqualification**

KEY PERSONNEL SCHEDULE

No.	Designation	Key Person Name
1.	Project Leader	
2.	Project Engineer / Design Engineer	
3.	Geohydrologist	
4.	GIS Specialist	
5.	Natural Scientist/ Environmentalist	
6.	Mechanical Engineer	
7.	2 x Revenue Enhancement Specialist	
8.	4 x Technicians (Metering/Rezoning)	
9.	2 x Stakeholder Engagement Specialist	

T2.2.10 EXPERIENCE OF KEY PERSONNEL [65%]

Provide relevant information (CV's) as prescribed below for each of the Key Personnel proposed in Section T2.2.9.

For the purpose of functionality evaluation, the Employer regards the experience of the following Key Personnel as critical to project success and these personnel will be scored for functionality.

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:

- 1) General experience (total duration of activity), level of education and training and positions held by the key person.
- 2) The education, training and experience of the person, in the specific sector, field, subject, etc which is directly linked to the scope of work.

A CV (**not more than 3 pages**) in the required format below, shall be provided for each key person. This should be attached to this schedule. Note that Copies of Qualification and Professional Registration Certificates should be attached separately.

Each CV of the Key Personnel ONLY should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in Company
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that have a bearing on the scope of work for this tender and the scoring criteria below. The outline shall include start and finish dates of the assignments

The scoring of the experience of Key Personnel shall be as follows:[65%]

Point Allocation Criteria	Weighting Allocated
<p>Experience of Key Personnel</p> <p>The evaluation will consider the experience, qualifications and professional registration</p> <p>NOTES:</p> <ul style="list-style-type: none"> • Failure to nominate a key personnel in any of the categories will render the bid non-responsive and thus non-functional • A CV (not more than 3 pages) in the required format below, shall be provided for each key person. This should be attached to this schedule • CVs and qualifications of key personnel to be included • Professional registration certificates of key personnel to be included <p>Key/Specialised Resources</p>	65

T2.31.

Point Allocation Criteria		Weighting Allocated
Lead Engineer/Project Director – with at least an advanced degree in Civil Engineering (e.g Msc) and be a registered professional Civil Engineer (Pr. Eng) with the Engineering Council of South Africa (ECSA) with at least 20 (Twenty) years of verifiable post registration experience in the Water Services Development Plants and/or Non-Revenue Reduction industry and/or non-revenue water reduction programmes.		15
</=5 years	0	
5-10 years	2	
10-15 years	5	
15-20 years	10	
>/=20 years	15	
Project/ Design Engineer – with at least BSc/ BEng/ BTech degree in Civil Engineering and be registered professional Civil Engineer/Technologist (Pr. Eng/Pr Tech Eng) with the Engineering Council of South Africa (ECSA) with at least 15 (Fifteen) years of verifiable post graduate experience in the Water Industry, water demand management interventions and/or non-revenue water reduction programmes.		10
<5 years	0	
5-10 years	2	
10-15 years	5	
>/=15 years	10	
Geohydrologist – with at least BSc/ BEng degree in Civil Engineering and hold an advanced degree in Geohydrology specialisation with at least 15 (Fifteen) years of verifiable post graduate experience in the Water Industry, water demand management interventions and/or non-revenue water reduction programmes.		10
<5 years	0	
5-10 years	2	
10-15 years	5	
>/=15 years	10	
Natural Scientist/ Environmentalist – with at least a BSc Honours degree and be registered with the South African Council of Natural Scientific Professions as a Professional Natural Scientist (Pr. Sci. Nat) with at least 10 (Ten) years post registration experience.		10
<2 years	0	
2-5 years	2	
5-10 years	5	
>/= 10 years	10	
Mechanical Engineer – with at least a BSc/ BEng/ BTech degree in Mechanical Engineering and be registered professional Mechanical Engineer/Technologist (Pr. Eng/Pr Tech Eng) with the Engineering Council of South Africa (ECSA) with at least 10 (Ten) years of verifiable post graduate experience in the Water Industry.		10
<2 years	0	
2-5 years	2	
5-10 years	5	
>/= 10 years	10	

T2.32.

Point Allocation Criteria		Weighting Allocated
GIS Specialist - A Geographic Information Systems (GIS) specialist with at least a Bachelor of Science (Honours) in Applied Remote Sensing and Geographic Information Systems and 10 (ten) years post graduate experience and registered/ in process of registering as a GISc Technologist with South African Geomatics Council (SAGC) or previously known as PLATO – specific knowledge in working in the District Municipality Water environment, preferable with knowledge of Umkhanyakude District infrastructure will be an added advantage.		5
No Submission	0	
< 5 years experience	2	
>= 5 years experience	5	
Revenue Enhancement Specialist - A Revenue Enhancement/ Billing Review/ Cleansing Specialist with at least a Bachelor of Commerce in Information Systems Degree and 5 (five) years relevant experience in MSSQL Server data analysis manipulation.		5
No Submission	0	
< 5 years experience	2	
>= 5 years experience	5	

T2.2.10 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL'S SIGNED CVs AND CERTIFIED QUALIFICATIONS HERE

T2.2.11 APPROACH PAPER/ METHODOLOGY [5%]

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add by in achieving the stated objectives for the project.

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows: [5%]

Point Allocation Criteria		Weighting Allocated
Company Experience		
Approach, Methodology and Work Plan Paper This paper must include approach, methodology and work plan covering the whole project lifecycle		5
No Submission/ The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project.	0	
The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.	2	
Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches.	5	

T2.35.

T2.2.11 APPROACH PAPER/ METHODOLOGY STATEMENT (Continued)

INSERT HERE

T2.2.12 PRELIMINARY PROGRAMME [5%]

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the main work components. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The programme is to include the main / sub-components with associated key milestones and interdependencies including the following:

- Linkage to the activities highlighted in the method statement
- Critical path
- Any slag based on risk associated with individual task
- Resources assigned

The table below may be used for this purpose but is insufficiently detailed to ensure a good functionality score. Alternatively a separate programme may be attached. It is preferred that a separate programme, prepared using project scheduling software is attached.

The contract should note that the contract is required to be completed, commissioned and handed over to the Employer by the date specified in the contract data.

PROGRAMME													
Component / Sub-component	WEEKS / MONTHS												

Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in supported by a detailed statement to that effect, all as specified in the Tender Data.

T2.37.

Scoring of the preliminary program will be as follows: **[5%]**

Point Allocation Criteria		Weighting Allocated
Detailed Programme of Project Life Cycle This programme must include all milestones and critical path for the entire project lifecycle		
No Submission	0	5
Programme is considered realistic and adequately shows the main components and compliance with completion date	1	
Programme is considered realistic and includes the main components and sub subcomponents and compliance with completion date	2	
Programme is considered realistic and includes the main components and subcomponents and linkages and compliance with completion date	5	

T2.38.

T2.2.12 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

T2.39.

T2.2.13 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here.

INSERT HERE

T2.2.14 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. Umkhanyakude District Municipality will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

- [Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;**
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.**

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes: (1) Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.**
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.**

T2.41.

(3) *Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.*

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his Tender, failing which, the offer for a discount may have to be disregarded.]

Signature Date.....

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this tender is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
(Refer Clause 5.7)

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Affidavit, Verification Certificate from a B-BBEE Verification Agency accredited by the South African National Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), issued prior to 01 January 2017 together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

T2.44.

-
- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “contract” means the agreement that results from the acceptance of a tender by an organ of state;
- 2.9 “EME” – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “QSE” – (Qualifying Small Enterprise) means an Entity that qualifies for measurement under the QSE scorecard with turnover of R10 million or more but less than R50 Million.
- 2.15 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.16 “sub-contract” means the primary Supplier’s assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;
- 2.17 “total revenue” – means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice, as per the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.19 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

5. Points awarded for B-BBEE Status Level of Contribution

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

T2.46.

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

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA, prior to 01 May 2015 or a B-BBEE Affidavit with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level Affidavit QSE (for entities whose turnover is between R10 million and R50 million, with 51% to 100% Black Ownership) verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA (prior to 1 January 2017) or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate for consortiums or joint ventures and affidavit for trusts.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the Amended B-BBEE Codes of Good Practice, Gazette No. 38766.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-Supplier is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

7

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA (prior to 01 January 2017) or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

8.1.1 If yes, indicate:

- i. what percentage of the contract will be subcontracted? %
- ii. the name of the sub-Supplier?
- iii. the B-BBEE status level of the sub-Supplier?
- iv. whether the sub-Supplier is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of organization:

9.2 VAT registration number:

9.3 Company Registration number:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

Please ensure to attach your proof of payment of municipal account to: Q: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES

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

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

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

T2.2.16 .../continued B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Tenderers not submitting a **valid original or a certified copy Construction Sector B-BBEE Status Level Verification Certificate** or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process.

WITNESSES:

1.

2.

..... SIGNATURE(S) OF BIDDER(S)

DATE:.....ADRESS:.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Water Conveyancing Pipes	100%
Valves	100%

T2.52.

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

T2.53.

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

T2.54.

T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT

INSERT HERE

T2.55.

T2.2.18 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)

INSERT HERE

T2.2.19 TENDERER'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act (OHSA) 85 of 1993 and specifically the Government Notice No.R84 of 7 February 2014 by Department of Labour comprising the Construction Regulations 2014 (hereafter referred to as "the Regulations"), the Professional Services Provider appointed in terms of this tender assumes the role of the "Designer" as defined by the Regulations.

The Regulations impose duties on the Designer with regard to the design of both permanent and temporary works contemplated in terms of the Scope of Work outlined in C3. To that effect a person duly authorized by the Tenderer shall complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the Construction Regulations, 2014 contained in Government Notice No. R 84.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to carry out the design work contemplated under this contract with due regard to the "Duties of Designer" outlined in Regulation 6 and to achieve compliance with the Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my Tender is accepted, to comply with the requirements of the Regulations as they apply to the Designer and also as they apply to any other duties that, by agreement, may be delegated to me by the Employer. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to comply with these requirements.
4. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the Pricing Schedule (C2) to cover the cost of all resources, actions, training and all health and safety measures envisaged for the designer in the Regulations.
5. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the Contract Data (C1.2 Clause 3.12) for failure on my part to comply with the provisions of the Act and the Regulations.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the Regulations, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:

NAME (Print)
(of person authorized to sign on behalf of the Tenderer)

T2.2.20 PROOF OF PUBLIC LIABILITY INSURANCE

INSERT HERE

T2.2.21 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

INSERT HERE

T2.59.

T2.2.22 CENTRAL SUPPLIER DATABASE (CSD) REPORT

Insert Here

T2.2.23 CESA MEMBERSHIP CERTIFICATE

T2.2.24 ISO 9001 CERTIFICATE

Part C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

C1.1 Form of Offer and Acceptance

A: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of ***The Implementation of a Non-Revenue Water Reduction Strategy, Distribution Efficiency Strategy and Geohydrological Analysis for a Period of 36 Months***

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

By the representative of the Tenderer, deemed to be duly authorized, signing this apart of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....

.....Rand;

(in figures) R.....

The Tenderer confirms that he has read the Standard Professional Services Contract referred to in C1.2 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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) *(of persons authorized to sign the acceptance)*

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information
- C.5 Annexures

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five 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: *(of person authorized to sign the acceptance)*

Name: *(of signatory in capitals)*

Capacity: *(of Signatory)*

Name of Employer: *(organization)* Umkhanyakude District Municipality

Address Harlinger No. 13433, Kingfisher Rd, Mkuze, KwaZulu Natal

Telephone number: 033 341 1111 **Fax number:**

AS WITNESS

Signature:..... **Name:** *(in capitals)*

Date:

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by Umkhanyakude District Municipality prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

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

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

- 1. **Subject:**
Details:
.....
- 2. **Subject:**
Details:
.....
- 3. **Subject:**
Details:
.....
- 4. **Subject:**
Details:
.....
- 5. **Subject:**
Details:
.....
- 6. **Subject:**
Details:
.....
- 7. **Subject:**
Details:
.....

By the duly authorized representatives signing this Schedule of Deviations, Umkhanyakude District Municipality and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and Umkhanyakude District Municipality during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed

signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

FOR UMKHANYAKUDE DISTRICT MUNICIPALITY

Signature:

Name:

Capacity:

Witness:

Signature:

Name:

Date:

D: CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations on this

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C.1.2 Contract Data (including Special Conditions of Contract)

This services contract is based upon the Standard Professional Services Contract (July 2009) (third Edition of CIDB document 1014), published by the Construction Industry Development Board (see www.cidb.org.za).

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

Special Conditions of Contract

1. National Treasury Central Supplier Database

The successful Tenderer is required to provide proof of registration with the National Treasury Central Supplier Database (CSD) prior to the award of contract.

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will not be applicable

3. Progress Measurement and Payments

Progress measurement shall take place on or before, but not later than, the 20th of the month, but should the 20th be a 'non-working' day, it shall take place on the last working day prior to the 20th.

Statements, invoices and back-up documentation together with a Payment Certificate shall be submitted to the Employer on or before the 25th of the month for payment not later than the last day of the month following the month in which same were submitted.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
	The Employer is uMkhanyakude District Municipality
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: Mr. Biyase The address for receipt of communications is: Telephone: 035 573 1094 E-mail: nonhlanhlam@ukdm.gov.za / bongiwe@ukdm.gov.za Address: Harlinger No.13433, Kingfisher Rd, Mkuze
1	The Project is The Implementation of a Non-Revenue Water Reduction Strategy, Distribution Efficiency Strategy and Geohydrological Analysis in uMkhanyakude District Municipality for a Period of 36 Months”
1	The Period of Performance is 156 weeks from the Commencement Date.
3.5	The location for the performance of the Project is the entire uMkhanyakude District Municipality: Northern & Southern Regions .
3.12	The Maximum Penalty Amount (MPA) shall be 5% of the Contract Price (CP) The Daily Penalty Amount (DPA) payable shall be: R3000
3.15	The programme shall be submitted within 14 Days of the Contract becoming effective.
4.3.1 (d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide the following insurances: 1. Public Liability Insurance Minimum Cover is: R10 000 000 (Ten million rand) Period of cover: For the period of performance 2. Professional Indemnity Insurance Minimum Cover is: R5 000 000 (Five million rand) Period of cover: For the period of performance Insurance cover requirements should be confirmed on award.
5.5	The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions: 1. Additional work of any nature
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
8.4.3 (c)	The period of suspension under Clause 8.5 is not to exceed 6 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	A Service Provider may subcontract any work for which he hasn’t the skill and competency to perform.
12.1	Interim settlement of disputes is to be by adjudication.

C1.9

12.2 / 12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the Association of Arbitrators (Southern Africa).
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators (Southern Africa).
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of the value stipulated in clause 5.4.1 of the Contract Data
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.
	The additional conditions of contract are:
1	Delete the word of "Start" from "Start Date" and replace with "Commencement" and substitute the words "Contract Data" with "Form of Offer and Acceptance".

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Data																						
1	The Service Provider is. Name: Address: Telephone: Facsimile:																						
5.3	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communications is: Address: Telephone: Facsimile:																						
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name</th> <th style="width: 50%;">Specific duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific duties																				
Name	Specific duties																						

Part C2: PRICING DATA

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C2.2 PRICING SCHEDULE

C2.4

C2.1 Pricing Instructions

1.0 GENERAL

The Tenderer's attention is drawn to the Conditions of Contract, to the Specification and the Scope of Works, all of which are to be read in conjunction with the Schedule of Quantities.

2.0 STANDARD SYSTEM

The Schedule of Quantities shall be interpreted in accordance with the method of measurement set out in the Specifications except where variations are implied by the omission of items or by the actual wording of the items in the Schedule of Quantities.

The quantities in the Schedule of Quantities are provisional. The Works as executed will be measured for payment in accordance with the Schedule of Quantities and under the items set forth therein, notwithstanding any custom to the contrary.

In the event of any item to be measured not being reasonably covered by the above Schedule, then the Standard Method of Measurement described in Clause 6.7 of the General Conditions of Contract (2010) shall apply and the appropriate rate shall be negotiated between the Engineer and the Contractor.

3.0 MEASUREMENT

Measurement shall be made of the finished work from the net dimensions or masses indicated in the drawings/ specifications, and no allowance has been made, or will be made for waste.

4.0 PRICES INCLUSIVE

Prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive value of the Work described under the several items. The items shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, laps, patterns, models and templates, labour, plant, fuel, hiring costs, temporary works, return of packings, safety precautions, overheads, on-costs, establishment charges, profit and all other costs and expenses which may be required in and for the construction of the work described together with all risks, liabilities and obligations arising out of the Conditions of Contract or implied in the Documents on which the Tender is to be based. Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be separately stated in the item provided for the purpose.

5.0 SPECIFICATIONS AND DESCRIPTIONS

Descriptions in the Schedule of Quantities are abbreviated and all Specification Clauses shall be read and deemed to apply to the items described in this Schedule of Quantities which are to be priced accordingly.

In the event of any Clause in the preceding Specifications being in conflict with any description and/or amplification thereof in the Schedule of Quantities the former shall prevail, and the Project Specification shall take precedence over the General Specification.

Directions and description of work and material given in the Specification are not necessarily repeated in the Schedule of Quantities. Reference is to be made to the Conditions of Contract, Specification and other relevant documents for this information. While references may be given in the Schedule, such references are not necessarily complete.

6.0 COMPLETION OF SCHEDULE OF QUANTITIES

- a) Price or rate shall be entered against each item where provision is made for such pricing in the Schedule of Quantities whether quantities are stated or not and no two or more items can be bracketed together for a single price or rate. Items against which **N/A, left blank or –** is entered are to be considered as incomplete and will invalidate the tender. Items against which **NIL or zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in question as specified at zero (0) or NIL price. **Professional Fees for Professional Personnel are to be within the gazetted Engineering Council of South Africa (ECSA) or Department of Public Service and Administration (DPSA) rates ranges. Any underpricing for such personnel, and their registration numbers, will be reported to ECSA for unethical behaviour, and the Professional Service Provider reported to the Consulting Engineers South Africa (CESA) for violation of Code of Conduct.** Such bids will also be rendered non-responsive and thus lead to disqualification.

The Schedule of Quantities shall be completed in full in **Black ink**.

7.0 METHOD OF MEASUREMENT

Quantities will generally be measured in accordance with SABS 1200 Standard Specifications where applicable and where not applicable then generally in accordance with the Sixth Edition (including amendments) of the Standard System of Measuring Builder's Work as issued by the Association of South African Quantity Surveyors unless otherwise stated herein.

8.0 TRADE NAMES, PROPRIETARY BRANDS, ETC

All materials, fittings, furnishings, etc., specified under a Trade Name, Proprietary Brand or Catalogue Reference, shall be:

- 9.1 Used in strict accordance with the Manufacturer's latest printed instructions.
- 9.2 Either exactly as described or of equal quality, weight or specification and approved by the Engineer.

The Contractor shall first obtain written approval from the Engineer before goods are placed on order from a source of supply other than is specified herein. Such approval shall not be unreasonably withheld.

9.0 MATERIALS AND WORKMANSHIP

All materials shall be the best of their respective kinds specified and the workmanship shall be the standard defined for the trade tests required for such work and to the approval of the Engineer.

In all cases the materials and workmanship shall be in accordance with the latest edition of the relevant South African Bureau of Standards (SABS) or if not defined therein the British Standard Specification (BSS) or Code of Practice (BSCP) unless otherwise specified.

The quantities given in this Schedule should not be used for ordering materials.

C2.2 Pricing Schedule

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
A		SECTION A: PROVISION OF PROFESSIONAL SERVICES – TERM CONTRACT SERVICES				
A1		Preparation and/or updating of a 5-year Master and Business Plan for the WSA's Area of supply	No.	1		
A2		Preparation and/or updating of a district wide hydrogeological - groundwater modeling	No.	1		
A3		Production of system specific IWA Water Balances and KPI's for the WSA	Month	36		
A4		Packaging of annual data in line with the No Drop requirements	No.	3		
A6		Production of monthly progress reports and attendance at monthly PSC meetings	No	36		
A6		Provision of Smart Infrastructure Platform as per specification	Prov Sum	1		R350 000.00
A6.1		Service Provider's Mark-Up on item A6	%	R350 000.00		
A7		Monthly Platform Hosting and Maintenance Cost per point per month	No	9000		
		SUB-TOTAL SECTION A CARRIED TO SUMMARY				

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
B		SECTION B: PROVISION OF PROFESSIONAL SERVICES – TIME RELATED COSTS				
B1		<u>NRW Reduction Team</u>				
B1.1		Project Leader (Category A)	Day	144		
B1.2		Project Engineer (Category B)	Day	720		
B1.3		Geohydrologist (Category A)	Day	288		
B1.4		Leak Detection Engineer (Category B)	Day	720		
B1.5		Civils Supervision Engineer (Category B)	Day	720		
B1.6		GIS Specialist (Category C)	Day	288		
B1.7		Revenue Enhancement Personnel (Category B)	Day	288		
B1.8		Metering/ Rezoning Engineer (Category C)	Day	432		
B1.9		Natural Scientist/ Environmentalist (Category C)	Day	432		
B1.10		Electro/Mechanical Engineer (category B)	Day	432		
B2		Technical and Support Staff - NRW Reduction Team				
B2.1		Leak Detection QA Technician (Category D)	Day	720		
B2.2		Civils Supervision Technician (Category D)	Day	720		
B2.3		Metering Technician 1 (Category D)	Day	432		
B2.4		Metering Technician 2 (Category D)	Day	432		
B2.5		Rezoning Technician (Category D)	Day	432		
		SUB-TOTAL SECTION B CARRIED TO SUMMARY				

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
		SECTION C: PROVISION OF PROFESSIONAL SERVICES - DISBURSEMENTS				
C1		General communication costs	Month	36		
C2		Office overheads				
C2.1		Printing and copying - A4 Black & White	No.	1000		
C2.2		Printing and copying - A4 Colour	No.	600		
C2.3		Printing and copying - A3 Black & White	No.	300		
C2.4		Printing and copying - A3 Colour	No.	300		
C2.5		Printing and copying - A2 Black & White	No.	150		
C2.6		Printing and copying - A2 Colour	No.	150		
C2.7		Printing and copying - A1 Black & White	No.	150		
C2.8		Printing and copying - A1 Colour	No.	150		
C2.9		Printing and copying - A0 Black & White	No.	50		
C2.10		Printing and copying - A0 Colour	No.	50		
C3		Provision of vehicle, including all associated costs as described in the pricing instructions:				
C3.1		Project Director (Category A)	Km	28 800		
C3.2		Project Engineer (Category B)	Km	144 000		
		Sub-Total Carried Forward				

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
		Sub-Total Brought Forward				
C3.3		Geohydrologist (Category A)	Km	57 600		
C3.4		Leak Detection Engineer (Category B)	Km	144 000		
C3.5		Civils Supervision Engineer (Category B)	Km	144 000		
C3.6		GIS Specialist (Category C)	Km	43 200		
C3.7		Revenue Enhancement Personnel (Category B)	Km	43 200		
C3.8		Metering/ Rezoning Engineer (Category C)	Km	108 000		
C3.9		Natural Scientist/ Environmentalist (Category C)	Km	108 000		
C3.10		Electro/Mechanical Engineer (category B)	Km	108 000		
C3.11		Leak Detection QA Technician (Category D)	Km	180 000		
C3.12		Civils Supervision Technician (Category D)	Km	180 000		
C3.13		Metering Technician 1 (Category D)	Km	108 000		
C3.14		Metering Technician 2 (Category D)	Km	108 000		
C3.15		Rezoning Technician (Category D)	Km	108 000		
C4		Provision for minimum security	Prov Sum			
C5		Accommodation				
C5.1		Project Director (Category A)	Month	36		
C5.2		Project Engineer (Category B)	Month	36		
		Sub-Total Carried Forward				

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
		Sub-Total Brought Forward				
C5.3		Geohydrologist (Category A)	Month	36		
C5.4		Leak Detection Engineer (Category B)	Month	36		
C5.5		Civils Supervision Engineer (Category B)	Month	36		
C5.6		GIS Specialist (Category C)	Month	36		
C5.7		Revenue Enhancement Personnel (Category B)	Month	36		
C5.8		Metering/ Rezoning Engineer (Category C)	Month	36		
C5.9		Natural Scientist/ Environmentalist (Category C)	Month	36		
C5.10		Electro/Mechanical Engineer (category B)	Month	36		
C5.11		Leak Detection QA Technician (Category D)	Month	36		
C5.12		Civils Supervision Technician (Category D)	Month	36		
C5.13		Metering Technician 1 (Category D)	Month	36		
C5.14		Metering Technician 2 (Category D)	Month	36		
C5.15		Rezoning Technician (Category D)	Month	36		
		TOTAL SECTION C CARRIED TO SUMMARY				

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
D1		SECTION D: CONTRACT MANAGEMENT WC/WDM Awareness Campaigns	Prov Sum			R3 600 000.00
D1.1		Service providers mark-up on D1	%	R3 600 000.00		
D2		Purchase of field equipment (data loggers, PRV failure devices, LD equipment)	Prov Sum			R2 170 000.00
D2.1		Service Providers mark-up on D3	%	R2 170 000.00		
D3		Allowance for reservoir inlet and outlet meter repair/ replacement/ installation (including security) and fencing	Prov Sum			R3 950 000.00
D3.1		Service Providers mark up on D4	%	R3 950 000.00		
D4		Existing infrastructure replacement programme	Prov Sum			R29 500 000.00
D4.1		Service Providers mark-up on D4	%	R29 500 000.00		
D5		Mains and reticulation leak detection surveys and repairs	Prov Sum			R7 000 000.00
D5.1		Service Providers mark-up on D5	%	R7 000 000.00		
D6		Bulk metering, Cluster metering of standpipes and tanker points	Prov Sum			R9 350 000.00

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
D6.1		Service Providers mark-up on D6	%	R4 350 000.00		
		Sub-Total Carried Forward				
		Sub-Total Brought Forward				
D7		Maintenance, Design, installation and commissioning of old and new PRV's	Prov Sum			
D7.1		Existing PRV optimisation programme implementation	Prov Sum			R2 500 000.00
D7.1.1		Service Providers mark up on D7.1	%	R2 500 000.00		
D7.2		Installations and commissioning of new PRVs	Prov Sum			R7 500 000.00
D7.2.1		Service Providers mark up on D7.2	%	R7 500 000.00		
D7.4		Installation of advanced controllers on selected PRVs	Prov Sum			R3 524 578.00
D7.4.1		Service Providers mark up on D7.4	%	R3 524 578.00		
D8		Existing infrastructure refurbishment programme	Prov Sum			R2 178 309.00
D8.1		Service Providers mark up on D8	%	R2 178 309.00		
D9		Non-Intrusive bulk infrastructure condition assessment	Prov Sum			R1 346 269.00
D9.1		Service Providers mark up on D9	%	R1 346 269.00		

C2.11

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
		TOTAL ON SECTION D CARRIED TO SUMMARY				

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
		SECTION E: SUPPLY, INSTALLATION AND COMMISSIONING OF SPECIAL MATERIAL COMPONENTS				
E1		Supply, installation and commissioning of Lockable Glass Reinforced Manhole Cover and Frame with Electronic/Bluetooth Locking Mechanism (135Kn Load Rating)/650mm Daylight Opening (SMC)	No	650		
E2		Supply and Delivery of Borehole Smart Controller as specified in the Scope of Works	No	18		
E3		Supply and Delivery of Non-Invasive Bulk Pipeline Monitoring Devices as specified in the Scope of Works	No	250		
		TOTAL ON SECTION E CARRIED TO SUMMARY				

SUMMARY OF PRICING SCHEDULE

SECTION	DESCRPTION	Amount
A	PROVISIONAL OF PROFESSIONAL SERVICES – TERM CONTRACT SERVICES	
B	PROVISIONAL OF PROFESSIONAL SERVICES – TIME RELATED COSTS	
C	PROVISION OF PROFESSIONAL SERVICES – DISBURSEMENTS	
D	CONTRACT MANAGEMENT	
E	SUPPLY, INSTALLATION & COMMISSIONING OF SPECIAL MATERIAL COMPONENTS	
	SUB-TOTAL (Excluding VAT)	
	ADD 10% CONTINGENCIES	
	SUB-TOTAL	
	ADD 15% VAT	
	TOTAL CARRIED TO FORM OF OFFER	

Part C3: SCOPE OF WORK

Despite numerous initiatives by various National, Provincial and Local Government over the past 15 years since the roll out of Water Conservation and Water Demand Management and later Non-Revenue Water, the potential to reduce Non-Revenue Water is still not being achieved.

The National Department of Water and Sanitation (DWS) has increased its regulation of the Water Conservation and Water Demand Management (WC/WDM) affairs of WSA's and WSP's throughout the country through the introduction of the No Drop assessments, which have been incorporated into the current Blue Drop reporting requirements.

Umkhanyakude District Municipality, in response to a mandate provided by the Minister of Water and Sanitation, took a decision to ensure that sustainable improvements in terms of No Drop compliance are made in the District, particularly in light of the impact of the recent droughts and high Non-Revenue Water.

C3.1. Employer's objectives

The Employer's objective for the Non-Revenue Water Reduction Programme is to reduce the level of NRW in the Umkhanyakude District Municipality area of supply from its current estimated levels of 76% by volume (2022/23 FY) to approximately 40% by 2024/25.

Furthermore, Employer's objective for the Non-Revenue Water (NRW) Reduction Programme seeks to provide a flexible strategic and operational framework for the implementation of NRW reduction interventions over a five year framework. The objectives of the NRW work plan will include the following;

- To assist Water Services Authority (WSA) to provide interim and/or intermediate and/or localised water supply services to consumers currently without services, particularly those in rural areas;
- Reduce frequencies of intermittent supply to areas already reticulated;
- Setting the framework for NRW reduction and/or WC/WDM activities within UKDM in terms of a standard approach and methodology;
- Presenting UKDM-specific trends in accordance with this framework;
- Identifying key challenges and critical success factors for implementing WC/WDM initiatives;
- Identification and prioritisation of highest impact NRW reduction intervention through the collection of information obtained from a series of work packages and/or pilot projects;
- Decreasing the real or physical water losses to an economically acceptable level
- Increasing the water sales volumes to consumers through either the installation, replacement or management of consumer meters
- Development of Key Performance Indicators and Measurement baselines to measure improvements in the reduction of network losses;
- Establishing management guidelines and structures in terms of managing the overall WC/WDM roll-out through the available funds; and
- Determining the budget allocations for various initiatives insofar as utilising the available budgets are concerned.

C3.2. Description of the services

The extent of the works will be as follows;

- WC/WDM awareness campaigns
- General media awareness and notices
- NRW Reduction Team and Capacity Building
- Development of real loss reduction policies
- Development of apparent loss policies
- Development and implementation of operations and maintenance plans, asset management plans and rehabilitation plans
- Evaluation of condition of deteriorating infrastructure
- Development of Revenue Management Plan
- Purchase of field equipment (data loggers, PRV failure devices, LD equipment)
- Allowance for upgrades to existing telemetry system
- Reservoir inlet control inspection and replacement
- Planned mains replacement programme
- Rezoning, Design, installation and commissioning of new PRVs
- Installation of advanced controlled on selected PRVs
- Pressure: burst modeling and prediction
- Pressure: leak modeling and prediction
- Pressure: consumption modeling and prediction
- Digital maturity assessment of UKDM for readiness of digital transformation of the business
- Review, selection and specification of appropriate flow meters for different applications
- Allowance for reservoir outlet meter repair, replacement and installation (including security)
- Mains and reticulation leak detection surveys and repairs
- Domestic leak repair and domestic plumbing retro-fitting programs
- Top 100 consumers investigation and meter change-out
- Billing database, GIS reference and check, check every property has a connection, GPS all properties and gather data regarding meter, level of service (both water and sanitation)
- Cluster metering of standpipes and tanker points
- Metered municipal consumption – install GSM loggers, ensure that all are, improve on data transfer between reading and billing, calibrate all meters
- Installation of domestic meters
- Improvement on security of installations
- Analysis of bulk infrastructure hydraulics
- Installation of smart borehole controllers
- Audit and changeout of customer transfer meters

The implementation model should allow for:

- Dedicated management, coordination and guidance of all NRW reduction activities within the Municipality;
- Accountability for performance management and results; and
- Cost-effective management of key Municipal activities, such as billing database analysis, leak detection and advanced pressure management.

The primary real loss focus areas are pressure reduction, advanced pressure management and leak detection and repair. The primary apparent loss interventions are locating and metering unmetered connections (formal properties) and the auditing of changeout of Custody Transfer Meters.

Due to any potential conflict of interest, companies who supply metering products relevant to the scope of works will not be allowed to tender on this contract.

C3.3. Location of the Works

The extent of the works will be across the uMkhanyakude District Municipality as a whole.

C3.4. Implementation Philosophy

The following stages and key deliverables are envisaged as part of this contract. It must be noted that, apart from Stage 1, the order in which the stages are actually implemented may vary according to the work plan prepared by the Consultant.

Stage		
No	Description	Description of stage
1	Preparation	Actions: defining the Project objectives, business need, acceptance criteria and <i>Employer</i> priorities and aspirations; establishing the detailed brief, scope, scale, form, and budget for the Project; defining project management, KPI's, targets, economic level of intervention and performance management system Deliverable: <i>Consultant</i> preparation of Work Plan; <i>Employer</i> to approve the work plan.
2	Infrastructure Assessment, Upgrade and Management	Actions: installation, maintenance and monitoring of all reservoir outlet meters; creation of District Metered Areas; ensuring zone integrity of all supply zones; procurement of baseline and regular field measurements (flow and pressure); field verification of all key system components (valves, zone dividers, etc); updating of all drawings to produce accurate and verified record drawings Deliverable: verified and accurate system record drawings; fully metered systems
3	Real Loss Reduction	Actions: Liaise with leak detection and repair consultant; coordination with its Pressure Optimisation Team; design and manage PRV supply zones to the standard design criteria. Deliverable: supply zones managed to new pressure envelope requirements; identification of all advanced pressure control sites; Procure baseline and regular minimum night flow measurements and analysis
4	Apparent Loss Reduction	Actions: determining all billing exceptions; determining level and extent of unauthorized consumption; ensuring repair of all property keys; ensuring that GIS and PROMIS registers are completed, updated and accurate; determination of any unregistered customers; determination of any incorrectly sized metered connections; determination of abuse of sprinkler connections; design and install informal area water meters; conduct water balances on informal areas; Deliverable: improvement of all relevant components of the water balance; updated and accurate GIS and PROMIS database; Install new meters to informal areas and conduct water balances in informal areas.
5	Geohydrology in Practice for Sustainable Supply	Actions: Reviewing available groundwater and boreholes data, groundwater modeling, investigating the possibility of resuscitation collapsed boreholes' determining ground water augmentation demand across the District; Deliverable: Sustainable groundwater harvesting reports and initiatives, updated groundwater mapping across the District
6	Project management	Actions: coordination and interaction with all other contracted entities; coordination and interaction with <i>Employer</i> as required; preparation and submission of reports as and when required; presentations to third parties as and when required; preparation and distribution of minutes; managing assigned area budgets; preparing and managing all external service provider tender documentation, procurement and progress; scope change management of work plans Deliverable: weekly and monthly progress reports, quarterly reports, annual progress reports, reviews of work plan, ensuring external service provider performance.
7	Monitoring and Evaluation	Actions: preparation and submission of quarterly water balances per reservoir supply zone and per study area; determining progress against established targets; procurement and interpretation of field measurements; determining and advising effectiveness of NRW reduction activities and providing alternatives or make recommendations for changes in implementation strategies Deliverable: quarterly water balances; progress reports; ad hoc reports and presentations

C3.5. Specific Devices Specifications

C3.5.1 SmartLock Chamber Specifications

Supply of Lockable Glass Reinforced Manhole Cover and Frame with Electronic/Bluetooth Locking Mechanism (135Kn Load Rating)/650mm Daylight Opening (SMC) to be of the following specifications

1. Lid and Frame Construction

- A Sheet Molding Compound, Glass Reinforced lockable polymer (Minimum 30% Glass Fibre) cover;
- Load And Impact Strength: Sans 558:2009 Heavy Duty Roadway Applications(13.5 Ton);
- Sans1936: En -124 B125 (125 KN);
- The Lid and Frame to be UV stabilised to ensure no UV degradation takes place
- Latch and lid locator thermoplastic
- Metal Components and fasteners to be fabricated out of 304 stainless steel
- The manufacturing facility and techniques to comply with ISO 9001 quality standards;
- The locking mechanism lid and frame lid and frame must have mechanical locking System complete with tamper proof key.
- Lid surface must be raised and Have A non-slip pattern
- Top slab to be casted into a concrete top slab to fit existing chambers. Contractor to make provision for 1.35 cube of concrete (19/25Mpa) with Y10 (20 Kg's) and all form work material (steel/timber) required for casting of a smooth concretes chamber cover (Dimensions 3m*1.5*0.3m).

2. Electronic Lock

- Tested to IEC 60068-2 and IEC 60529
- Operating temperature: -10°C to 55°C
- Dimension – 80mm*80mm*60mm
- Construction – ABS Plastic housing with potted electronic;
- No power connection or communication line must be required. The device must be powered using the inductive circuit from the electronic key;
- Sealed and certified to IP67.
- Compact design to minimize space requirements.
- Maintenance free.
- High grade stainless steel locking pin.

3. Electronic Key

- Construction - ABS plastic with stainless steel antenna housing
- Dimensions - 60mm x 26mm x 113mm (various antenna lengths available)
- Communication - Bluetooth modem
- Mobile communication via phone
- Power source 2000mAh lithium ion battery
- Mobile operating system Android and iOS

3.5.2 Borehole Controller Specifications

Regulations governing the development, installation and operation of Borehole Pumps are under the spotlight due to concerns around climate change, available surface water, available ground water as well as receding levels of ground water. Traditionally suppliers of borehole pumping equipment have been providing clients and users with minimum requirement to enable the borehole to supply water with any control or monitoring or recordings being done.

In this regard, the Municipality requires the development of a 'Smart Borehole Pump Controller' that caters for all aspects of legislation, operation, control and monitoring that can be retrofitted to existing boreholes or easily installed as a going concern offering full scope of package to

new installations. The Controller should be able to perform/ be compliant to the following aspects (Assume 15KW Pump Rating):

1. Control Aspect

Using variable speed drive technology, the controller should be able to start the pump to the minimum speed as required, modulate the speed of the pump around a number of control conditions such as level in a tank or reservoir, pressure control and / or flow control or constant level control of the ground water level. Each function should have the capacity to be carried out automatically by internal processes in the drive unit. The drive unit should have the capacity to be used in manual or automatic mode to suit requirement.

2. Monitoring Aspect

Using advanced technology instrumentation products, the controller should be able to measure the water level in the borehole – in millimeters – and use the result to either log the level or for control purposes. Pump discharge pressure is also measured and controlled and when the pressure is tied to the shaft speed of the pump, a suitable level of condition monitoring can be achieved. Flow measurement should be by an accurate custody transfer rated water meter. The holding chamber should be 'smart' and be monitored for location, intruder activities, water ingress and access control.

3. Logging Aspect

All devices used should be capable of sharing data to a platform and the Client can then gain access to the following processes and conditions that are logged as instantaneous and / or totalized in real time:

Ground Water Level (borehole water level)

- Discharge Flow rate
- Discharge Pressure
- Pump start and stop
- Running hours
- Pump trips and faults
- Drive temperature
- Motor Amps
- Motor Speed
- Chamber accessed
- Chamber security

The Smart Borehole Pump Controller should be supplied as a finished product.

C3.5.3 Bulk Pipeline Monitoring Devices Specifications

Coupled with highly accurate flow meters and sensitive pressure measurements placed at each air valve, potential loss of conveyance capacity and internal deterioration of pipe condition can be determined from friction factor testing. This can assist in pipeline repair and prioritizing replacement programs without having to carry out any intrusive measurements. The bulk pipeline non-invasive condition assessment devices should have the following specifications:

- Be a fit for purpose air valves (new generation plastic or traditional) fitted with an accurate pressure sensor;
- Enclosed in robust, smart chamber with a secure access manhole (only opened on given authority) together with NBloT /Sigfox communication sensor
- Can sense unauthorised access to chamber with vibration and luminosity sensor
- Can integrate into any management platform
- Detects unauthorised access to air valves
- The devices should be able to:
 - Detect stolen or vandalised air valves
 - Detect air pockets which decrease bulk conveyance capacity
 - Detect leaks between two air valves
 - Provides accurate flow and/or pressure measurements to calculate pipeline friction factors and possible capacity loss and internal pipe condition

C3.6 Network Monitoring Platform

With the proposed approach being focused around the monitoring of critical nodes within the network. The District already have various makes of logging equipment being used to monitor their network and it is therefore critical that a platform, that will not only cater for the current requirement but for all future requirements, be assessed for implementation at an early stage. The architecture used within the design of the software must have the ability to make provision for the integration of future hardware and software that may be used by the WSA.

The software therefore, must be able to accept data from various data generation (DGP) points using different communication protocols. Based on our experience, data is generally consolidated on numerous spreadsheets across the different departments. The consolidation of data onto one central platform ensures that management of data is streamlined and easily accessible to all departments.

In addition, the benefits for implementing an advanced data management platform has been listed as follows:

- Real time alarms can be setup in response to predetermined system thresholds that would reduce the operational response times when addressing these failures;
- System behaviour and efficiency can be analysed over extended periods of times;
- Available historic data can be used to assist with future network expansion projects;
- In instances where information is retrieved from other technologies such as PRV controllers or smart consumer meters, all the information is stored on a central platform and can be displayed as a collective if required;
- Management reports such as water balances can be generated automatically.

C3.7 Anticipated Impact of NRW Reduction Intervention on Water Balance Components

The Intervention strategy is expected to have varied effects on the components of the water balances. In the following paragraphs the potential reductions in the Non-Revenue Water and System Input Volumes shall be presented, as will the potential gains in the Billed Authorised Consumptions will be presented.

Real Losses

Any intervention to decrease Real Losses of the entire Umkhanyakude District Municipality system will decrease the SIV as well.

Through active pressure management together with the implementation of extensive continuous leak detection and repair exercises, and reduction of response times to pipe burst, it is possible to reduce the total real loss volume

Apparent Losses

The two components of Apparent Losses are Unauthorised Consumption and Meter Inaccuracies.

Implementing a consumer meter installation and registration, in addition to identification of illegal connections throughout the district may reduce apparent losses.

Unbilled Authorised Consumption

UAC consists of Unmetered Municipal Consumption and Unmetered Standpipes. Implementation of a metering procedure for all municipal consumption and public standpipes would transfer these volumes to the Billed Authorised Consumption part of the water balance, thus reducing the NRW by a similar volume.

C3.8 Project Steering Committee

For the Contract to run successfully and in line with Client's Supply Chain Management (SCM) Policy a Steering Committee will be set up at the outset of this Contract. The Project Steering Committee (PSC) will be used as an oversight function for the Client ensuring that all funds are used to the benefit of the Municipality ensuring no unauthorized, irregular or fruitless expenditure take place. The oversight activities are highlighted below:

- i) Project Steering Committee meetings to take place fortnightly for the first three months and thereafter be scheduled monthly. The Program Steering Committee will be responsible for all technical, financial, procurement and quality control decisions;
- ii) At these meetings representatives from the Client's SCM unit are present and ensure all policies and rules were followed accordingly. Furthermore, all awards of contracts to sub-consultants and contractors will only be given once the representatives from the SCM are satisfied with the protocol/s used by the Professional Team and then ratified at the PSC meetings;
- iii) Regular reporting on all aspects of the programme will be sent to all representatives on the Project Steering Committee. Reports included financial, Key Performance indicators, procurement matters etc.
- iv) Members of the PSC will include representatives from the Client; Water Resource Management, Revenue Management, Environmental Management Services and Water Services Operations as well as the Project Director and Engineer from the PSP. When ratifying any decisions only members from the Client's Units will have a vote and the PSP will only be on hand as an advisory and secretarial role for any decisions discussed and made.

C3.9 Use of Reasonable Skill and Care

All work carried out by Professional Service Providers appointed under the terms of this project requires use of reasonable skill and care.

C3.10 Corporation with other Service Providers

PSP is to co-operate and consult with both internal and external stakeholders as and when deemed necessary.

C3.11 Reference Data

The PSP is to take into account and review previously conducted studies within the District and the province of KwaZulu-Natal, including but not limited to, Water Services Development Plan (WSDP), Integrated Development Plan (IDP), Overall Master Plans of Water Conservation and Water Demand Management and other previous studies conducted within the WSA.

C3.12 Applicable National and International Standards

The PSP is required to identify and meet these requirements during the study. Eg way leaves, local municipal bylaws, etc.

C3.13 Procurement

Refer to F3.11.5

C3.14 Access to Land/ Buildings/ Sites

PSP is to ensure that permission is obtained from affected landowners and communities to undertake any required field investigations.

C3.15 Planning and Programming

The PSP shall prepare a realistic plan and programme so that a cashflow can be developed for consideration in the economic and financial analysis. The critical activities and the critical path of activities in the schedule shall be illustrated in the schedule.

C3.16 Software Application for Programming

All data that has a spatial reference must be captured in GIS-compatible format acceptable to the Client. The data structure for this information will be provided by the Client.

C3.17 Quality Management

A quality management plan must outline processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

C3.18 Format of Communication

Umkhanyakude District Municipality uses the following software products for documentation related to project implementation : Word-processing, spreadsheets, presentations and diagrams : Microsoft Office 2010 suite of products (including MS Project and MS Visio). The WSA is unable to read or convert files from some of the newer versions of this suite therefore it is required that all MS Office documents issued electronically to the WSA shall be in a MS Office 2010 compatible format.

Scanned and uneditable documents : Adobe Acrobat and Adobe Reader for documents issued in .pdf format

Photographs : Files in .jpg format

GIS : Arcview

CAD : AutoCAD

As-Built Drawings (if any)+ are required to be issued on Sepia and in AutoCAD format on CD.

C3.19 Key Personnel

Refer to Returnable Schedule T2.2.10 to be provided by the Service Provider.

PSP to provide a list of key personnel to be assigned to the project in response to the Scope of Work provided. PSP is to attach CV's and Qualifications of proposed key personnel.

It should be noted that should the proposed key personnel not be available to perform his/her intended duties, the PSP will be required to present to the Client the proposed alternative (accompanied by CV and Qualifications) which will be subject to review and approval by the Client.

C3.20 Management Meetings

The PSP will be required to coordinate and attend the following meetings:

- Monthly progress meetings and
- KZN WC/WDM Forum Quartely meetings

C3.21 Forms of Contract Administration

This project shall use the CIDB Standard Professional Services Contract (3rd Edition, July 2009, with project-specific amendments as necessary) while the scope of services and the fee structure shall be based on the ECSA "Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act" as per Government Gazette 39480 of 4 Dec 2015

C3.22 Electronic Payments

Service Providers must be registered on the Umkhanyakude District Municipality Vendor database in order to enter into any contract and to receive electronic payment. Successful bidders who are not already registered will be given the opportunity to register during the award stages of the contracting process for this tender.

Electronic payments are made monthly at the end of the month following the date of receipt of invoice. Invoices must be presented by the deadline of 25th of each month (or the last working day prior) in order to receive payment at the end of the following month.

C3.23 Daily Records

As a minimum, for any time charges against additional services it will be necessary to :

- Estimate man-hour, travel and other disbursements
- Keep daily records (timesheets, travel records and invoices) for disbursed expenses.
- Submit the records with each invoice.

C3.24 Payment Certificates

The deadline for submission of invoices with supporting documentation is the 25th of each month or the last prior working day. Invoices received on time and approved for payment will be paid at the end of the month following the date of receipt of the invoice.

The required supporting documentation to accompany invoices are:

- Monthly progress report.
- Timesheets, travel records and invoices for disbursed expenses.
- Statement of account.
- CPG spend report.

C3.25 Use of Documents by the Employer

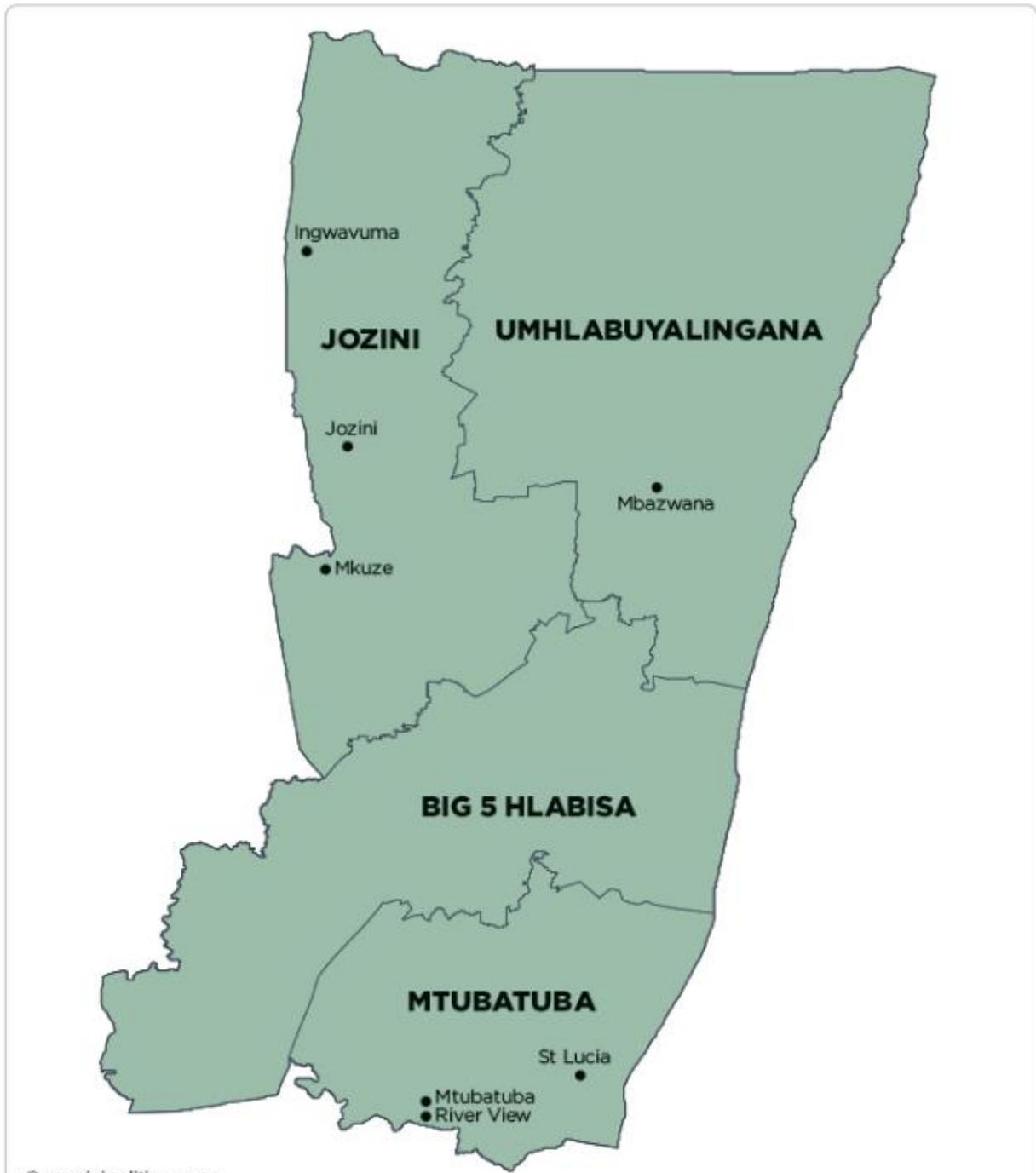
Documents provided by Professional Service Providers in the execution of this project may be used for any purpose related to the mandate of Umkhanyakude District Municipality to provide WC/WDM and reporting.

C3.26 Property Provided for the Service Provider's Use

No property shall be provided for use by the PSP.

Part C4: SITE INFORMATION

The project location is the entire Umkhanyakude District Municipality



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Source: municipalities.co.za/map/121/umkhanyakude-district-municipality