



SCMU 004/2026/2027

**REQUEST FOR INCLUSION TO THE PANEL OF SERVICE PROVIDERS:
PROVISION OF PROFESSIONAL ENGINEERING SERVICES WITHIN
THE BUILT ENVIRONMENT TO THE MUNICIPALITY FOR THREE (3)
YEAR PERIOD**

NAME OF BIDDER:

.....

**This bid closes at 12h00 on Monday 31 August 2026 at the offices of UMkhanyakude District Municipality
located at Harlingen No. 13433, Kingfisher Road, Mkuze, KZN,**

NO LATE SUBMISSION WILL BE CONSIDERED

TO BE COMPLETED BY BIDDER) INDEX

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SECTION 1.1: INVITATION TO TENDER



UMKHANYAKUDE DISTRICT MUNICIPALITY

CONTRACT No. SCMU 004/2026/2027

REQUEST FOR INCLUSION TO THE PANEL OF SERVICE PROVIDERS: PROVISION OF PROFESSIONAL ENGINEERING SERVICES WITHIN THE BUILT ENVIRONMENT TO THE MUNICIPALITY FOR THREE (3) YEAR PERIOD

Tenderers are hereby invited from suitably qualified and experienced Engineering Consultants to bid for the inclusion of the Panel of Service Providers for Provision of Professional Engineering Services within the Built Environment within UMkhanyakude District Municipality for three (3) year period.

Bid documents will be available from **Friday, 31 July 2026 until** the close of business on **Monday, 31 August 2026 at 12:00**, from the E-tender publication Portal which can be obtained through the following website: www.etenders.gov.za/offices. Bid documents will NOT be available at the clarification meeting.

A **COMPULSORY BRIEFING SESSION** will be held at **10H00am on Friday, 07 August 2026** at the **uMkhanyakude District Municipality Council Chambers located Harlingen No. 13433, Kingfisher Road, Mkuze, KZN**. All partners of a Joint Venture must attend this compulsory meeting.

All bid documents must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. All bid enquiries are to be directed to UMkhanyakude General Manager Technical Services Mr Luzuko Govu on (035) 573 8600, email luzukog03@gmail.com or Mr. S.B. Buthelezi of uMkhanyakude Supply Chain Manager on 032 551 8703 or email siyabongab@ukdm.gov.za

Non-attendance of the briefing session will result in the immediate disqualification of your bid. Bids may only be submitted on the bid documentation provided by the Municipality.

All bidders must submit South African Revenue Services (SARS) UNIQUE PIN to enable the municipality to verify the bidder's tax compliance status online via E-filing. Any bid that does not comply with the advert and other requirements will be disqualified and will not be considered. uMkhanyakude District Municipality Reserves its Right to Verify the Validity of the submitted SARS Tax Pin in terms of Section 256 (5) of the Tax Administration Act no.28 of 2011 and will apply MFMA circular 43 and Section 38 of the uMkhanyakude District Municipality's SCM Policy where necessary. All bidders that are required by Law to prepare Annual Financial Statements for Auditing purposes must provide Audited Annual Financial Statements (AFS) for the most recent 3 years or since the date of establishment if established during the past three years. All bidders must be registered on the National Treasury Central Suppliers Database (CSD) and must submit proof of registration.

Sealed bid endorsed “**Invitation to Bid No. SCMU 004/2026/2027, REQUEST FOR INCLUSION TO THE PANEL OF SERVICE PROVIDERS: PROVISION OF PROFESSIONAL ENGINEERING SERVICES WITHIN THE BUILT ENVIRONMENT TO THE MUNICIPALITY FOR THREE (3) YEAR PERIOD**” must be submitted into the Bid Box situated at the **main entrance of uMkhanyakude District Office Harlingen No. 13433, Kingfisher Road, Mkuze, KZN.** by no later than **12 Mid-Day on Monday, 31 August 2026** where they will be opened in public. The name and address of the bidder must be clearly written on the envelope containing the bid. Bids shall be valid for a period of 120 days.

Bids will be evaluated and adjudicated in terms of uMkhanyakude District Municipality’s Supply Chain Management Policy in two stages. The first stage of evaluation is functionality and the second stage being the 80/20 preference point scoring system. Only bidders who score the required minimum threshold on functionality criteria will qualify for the second stage of evaluation. This bid will be evaluated in terms of the Preferential Procurement Regulations, 2022 pertaining to the PPPFA (No. 5 of 2000

The functionality Evaluation Criteria will be conducted in terms of the following: -

Functionality Criteria	Maximum Points
Key Personnel	40 points
Similar Experience and Company Resources	60 points
Maximum Points = 100	Minimum Threshold = 70 Points (100 x 70%)

uMkhanyakude District Municipality does not bind itself to accept the lowest or any of the bids and reserves the right to accept the whole or part of the bid.

Dr. N.J. Sibeko
Municipal Manager
UMkhanyakude District Municipality

SECTION 1.2:

PART A INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMKHANYAKUDE DISTRICT MUNICIPALITY					
BID NUMBER:	SCMU 004/2026/2027	CLOSING DATE:	31 August 2026	CLOSING TIME:	12h00 Midday
DESCRIPTION	REQUEST FOR INCLUSION TO THE PANEL OF SERVICE PROVIDERS: PROVISION OF PROFESSIONAL ENGINEERING SERVICES WITHIN THE BUILT ENVIRONMENT TO THE MUNICIPALITY FOR THREE (3) YEAR PERIOD CONTRACT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

UMKHANYAKUDE DISTRICT OFFICES					
HARLINGEN NO. 13433, KINGFISHER ROAD,					
MKUZE					
3965					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE OR PERCENTAGE (%)	R..... Or (%).....	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE – SCM UNIT		CONTACT PERSON	Mr Luzuko Govu	
CONTACT PERSON	MR S.B. Buthelezi		TELEPHONE NUMBER	(035) 573 8600	
TELEPHONE NUMBER	032 551 8703 / 8754		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	siyabongab@ukdm.gov.za		E-MAIL ADDRESS	Luzukog03@gmail.com	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 1.3: TENDER CONDITIONS AND INFORMATION

1.3.1 Conditions of Contract

The Standard Professional Contract (3rd Edition of document 1014 of July 2009) published by the Construction Industry Development Board plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement, where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.

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

1.3.2 Acceptance or Rejection of a Tender

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

1.3.3 Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

1.3.4 Registration for Central Supplier's Database

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

1.3.5 Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorized signatory and returned. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

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

Compulsory Documentation

1.3.5.1 Tax Compliance Requirements

- a) Bidders must ensure compliance with their Tax Obligations.
- b) Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the Organ of State to view the taxpayer's profile and Tax status.
- c) Application for SARS UNIQUE PIN may also be made via e-filing. in order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- d) In the case of a Consortium/Joint Venture are involved, each party must submit a separate SARS Pin and CSD Number.

1.3.6 Other Documentation

1.3.6.1 Municipal Rates, Taxes and Charges

- a) A certified copy of the bidder's and those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- b) Any bidder, which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and has not arranged for settlement of same before the bid closure date will be unsuccessful.
- c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.3.7 Authorized Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.
- c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.3.8 Site / Information Meetings

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

1.3.9 Samples

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

1.3.10 Submission of Tender

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the tender box in the Reception at the uMkhanyakude Municipality by not later than **12:00 on Monday, 31 August 2026**.
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand,

by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.3.8 Expenses Incurred in Preparation of Tender

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

1.3.9 Contact with Municipality after Tender Closure Date

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

1.3.10 Opening, Recording and Publications of Tenders Received

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

- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Late tenders will not be accepted.

1.3.11 Evaluation of Tenders

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

1.3.12 Procurement Policy

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

1.3.13 Contract

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

1.3.14 Sub consultant

- a) The Consultant shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the Contract, the Consultant shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the Consultant and any sub-Consultants selected by the Consultant in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Consultant had appointed the Sub Consultant in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a Sub Consultant in accordance with paragraph (c) shall not imply a contract between the Municipality and the Sub Consultant, or a responsibility or liability on the part of the Municipality to the Sub

Consultant and shall not relieve the Consultant from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any Sub Consultant, his agents or employees as fully as if they were the acts, defaults or neglects of the Consultant, his agents or employees.

The Consultant shall not be required to obtain such consent for –

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

1.3.15 Language of Contract

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

1.3.16 Extension of Contract

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

1.3.17 Stamp and Other Duties

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

1.3.18 Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such a system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender

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

1.3.19 Letter of Good Standing from the Commissioner of Compensation

- a) A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for a valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on/or before the final date of the award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed time.

- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time

1.3.8 Enquiries

Inquiries in connection with this tender, prior to the tender closure date, may be addressed to **Mr Luzuko Govu on (035) 573 8600 or Mr. S.B. Buthelezi on (035) 573 8600**

SECTION 1.4: FUNCTIONALITY CRITERIA

- 1.4.1 Tenders will be pre-evaluated on the criteria as set out under 1.3.11.
- 1.4.2 Bidders that score less than the minimum required score as specified in the functionality criteria will be regarded as having submitted a non-responsive tender and will therefore not be considered for further evaluation.
- 1.4.3 Unclear or incomplete information provided will result in no points being allocated.
- 1.4.4 The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation.
- 1.4.5 The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information to be pre-evaluated on the criteria mentioned below.
- 1.4.6 Functionality criteria are further divided as follows and points will be awarded as indicated below:

WATER & SANITATION PROJECTS: CATEGORY	A (Projects above R150 million)	
	B (Projects between R50 -149 million)	
	C (less than R50 million)	

No	CRITERIA 1 – (WATER AND SANIATION)	POINTS ALLOCATION
A)	QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL (40 MAX POINTS)	
1.	Project Leader: Design Engineer/ Engineering Technologist	10
2.	Available/Support Resources: -	
	- Electrical Engineer	5
	- Mechanical Engineer/Technologist	5
	- Chemical Engineer/Technologist (Process Engineer/Analytic Chemistry)	5
	- Geographic Information Services (GIS)	5
	- Structural Engineer/Technologist	5
	- Civil Draughtsman	5
B)	SPECIFIC COMPANY EXPERIENCE (30 MAX POINTS)	
	- Water Infrastructure Projects	15
	- Sanitation Infrastructure Projects	15
C)	QUALITY ASSURANCE	
	ISO 9001: 2015 Certification or Relevant approved Quality System	10
D)	SPECIAL COMPANY RESOURCES SOFTWARES/DESIGN SOFTWARES	10
E)	DEMONSTRATE SPECIALISED EXPERIENCE AS A COMPANY IN THE DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE	10
TOTAL		100

BUILDING & STRUCTURAL SERVICES PROJECTS: CATEGORY	A (Projects above 150mill)	
	B (Projects between 50 -149 mill)	

No	CRITERIA 2 – (BUILDING & STRUCTURAL SERVICES)	POINTS ALLOCATION
A)	QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL (40 MAX POINTS)	
1.	Project Leader: Architect	10
2.	Available/Support Resources: -	
	- Structural Engineer/Technologist	5
	- Quantity Surveyor	5
	- Electrical Engineer / Technologist	5
	- Mechanical Engineer / Technologist	5
	- Construction Health and Safety Agent / Manager (CHSA/CHSM)	5
	- Civil Draughtsman	5
B)	SPECIFIC COMPANY EXPERIENCE (20 MAX POINTS)	
	- Buildings/Structural Projects	20
C)	QUALITY ASSURANCE	
	ISO 9001: 2015 Certification or Relevant approved Quality System	10
D)	SPECIAL COMPANY RESOURCES SOFTWARES/DESIGN SOFTWARES	10
E)	DEMONSTRATE SPECIALISED EXPERIENCE AS A COMPANY IN THE DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE	20
TOTAL		100

VIP SANITATION PROJECTS:	
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No	CRITERIA 3 – (VIP SANITATION SERVICES)	POINTS ALLOCATION
A)	QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL (55 MAX POINTS)	
1.1	Project Leader: Design Engineer/ Engineering Technologist/Quantity Surveyor/Construction Project Manager	20
1.2	Site Supervisor - Engineer/ Engineering Technologist/Construction Manager	20
1.3	Quality Assessor - Engineer/ Engineering Technologist/Engineering Technician	15
B)	APROACH AND METHODOLOGY (15 MAX POINTS)	15
C)	COMPANY EXPERIENCE - Demonstrate experience in the implementation and execution of Ventilated improved Pit (VIP) Sanitation Projects	30
TOTAL		100

WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN:	
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No	CRITERIA 4 – WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN	POINTS ALLOCATION
A)	QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL (55 MAX POINTS)	
1.1	Project Leader: Senior Water Supply Engineer/Senior Wastewater Engineer/Civil Engineer / Technologist	20
1.2	Asset Management Specialist/GIS Specialist	20
1.3	Site Assessor - GIS Field Surveyors/Technicians - Civil Administrative Support	15
B)	APPROACH AND METHODOLOGY (15 MAX POINTS)	15
C)	COMPANY EXPERIENCE - Demonstrate experience in the compilation of WSDP and WSMP	30
TOTAL		100

PERSONNEL AND STAFFING: REQUIREMENTS & QUALIFICATION KEY RESOURCES:

The bidder should submit a list of proposed Key personnel with a Project Organogram (not company organogram):

- Proof of employment on Resources under the employment of the tendering entity must be provided, i.e. Project Lead and Project manager must be employed by either Primary Consultant / Joint Venture Partners, or Consortium Partners.
- To support the listed personnel, the bidder must attach CVs of all the proposed personnel in line with the Project Organogram indicating previous experience of a similar nature to the scope.
- The listed personnel within each discipline must be registered with the relevant body and / or affiliated with the relevant statutory bodies and Certified Proof of Qualification and copy of Professional Registration Certificate of proposed resources together with tertiary qualification academic records must be attach

WATER AND SANITATION INFRASTRUCTURE SERVICES (CATEGORY A)

NO	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS PER ITEM	TOTAL POINTS	INDICATOR
1) QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL POST ECSA REGISTRATION – (40 MAX POINTS)					
1.1	PROJECT LEADER: DESIGN ENGINEER/ ENGINEERING TECHNOLOGIST I. Have a tertiary qualification in civil engineering ii. Have an active professional registration as a Professional Engineer (Pr. Eng.) and/or Professional Technologist (Pr. Tech Eng.) with Engineering Council of South Africa (ECSA). iii. Have a minimum of 7 solid years of proven civil engineering design experience post professional registration.	11 and above Years of post-professional registration with ECSA as Pr. Eng/Pr. Tech	10	10 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Water & Sanitation Projects (New infrastructure, replacement, Scheme Refurbishment/ Augmentation) nothing else will be considered for points scoring. Documents to be attached • CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with bodies of affiliation such as ECSA
		7 – 10 years of post-professional registration with ECSA as Pr. Eng/Pr. Tech	5		
		0 – 6 years of post-professional registration with ECSA as Pr. Eng/Pr. Tech	0		

2.2	AVAILABILITY/ ALL SUPPORTING RESOURCES I. Hold a tertiary qualification in NQF Level 8 and above in relevant field, ii. Have an active professional registration body of affiliation iii. Have a minimum of 11 solid years of proven water/ sanitation experience post professional registration iv. Experience in relevant field of following engineering disciplines, which are: Civil, Mechanical, Electrical and Instrumentation will be inclusive of the overall 11-year contract management experience.	Electrical Engineer/Technologist with 11 and above Years of post-professional registration with ECSA as Pr. Eng/Pr. Tech	5	30 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Water & Sanitation Projects (New infrastructure, replacement, Scheme Refurbishment/ Augmentation, WTW, WWT) nothing else will be considered for points scoring. Documents to be attached • CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with ECSA/SAGC/SACNAP/SACPCMP/PMSA etc.
		Mechanical Engineer/Technologist with 11 and above Years of post-professional registration with ECSA as Pr. Eng/Pr. Tech	5		
		Chemical Engineer/Technologist (Process Engineer/ Analytic Chemistry) with 11 and above Years of post-professional registration with South African Council for Natural Scientific Professions (SACNASP) or ECSA as Pr. Eng/Pr. Tech	5		
		Geographic Information Services (GIS) with 11 and above years of post-professional registration with South African Geomatics Council (SAGC) or previously known as PLATO.	5		
		Structural Engineer/Technologist with 11 and above Years of post-professional registration with ECSA as Pr. Eng/Pr. Tech	5		
		Civil Draughtsman with 11 and above Years of post-professional registration with ECSA as Pr. Eng/Pr. Tech	5		

2) DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA (30 MAX POINTS);					
COMPANY REPUTATION IN THE WATER & SANITATION PROJECTS					
2.1	EXPERIENCE OF THE COMPANY/ENTITY IN WATER INFRASTRUCTURE PROJECTS I. The Bidder should demonstrate and provide evidence of that the company specific experience over the past 10 years in water projects (Bulk, Reticulation, WTW, WCWDM etc. II. Appointment, completion certificates and Reference letters must contain full projects Description, Award Value, Tender / Contract Number with traceable details including email address and telephone contact details (per project). iii. The complete set of evidence includes documentation relating to the contractor's appointment as well as completion certificates, which collectively demonstrate the overall project value, including both direct and indirect costs.	Eight (8) or more completed water projects each from R150 million and beyond with traceable appointment letters, completion certificates and reference letters,	15	15 (Max)	NB: Appointment, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates(contractor's) • Reference letters for completed water projects (Consultants). <u>NB: Only complete water projects will be considered.</u>
		Five (5) to Seven (7) completed water projects each from R150 million and beyond with traceable appointment letters, completion certificates and reference letters,	10		
		Three (3) to Four (4) completed water projects each from R150 million and beyond with traceable appointment letters, completion certificates and reference letters,	5		
		Zero (0) to Two (2) completed water projects each from R150 million and beyond with traceable appointment letters, completion certificates and references.	0		

2.2	SANITATION INFRASTRUCTURE PROJECT(S) I. The Bidder should demonstrate and provide evidence that the company has conducted detailed investigation, planned, Designed and constructed/implemented Sanitation Projects (Bulk, Reticulation, WWTW etc.) II. Appointment and Reference letters must contain full projects Description, Award Value, Tender / Contract Number with traceable details including email address and telephone contact details (per project). iii. The complete set of evidence includes documentation relating to the contractor's appointment as well as completion certificates, which collectively demonstrate the overall project value, including both direct and indirect costs	Eight (8) or more completed Sanitation projects each from R150 million and beyond with traceable appointment letters, completion certificates and reference letters,	15	15 (Max)	NB: Appointment, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates (contractor's) • Reference letters for completed sanitation projects (Consultants). <u>NB: Only complete sanitation projects will be considered.</u>
		Five (5) to Seven (7) completed Sanitation projects each from R150 million and beyond with traceable appointment letters, completion certificates and reference letters,	10		
		Three (3) to Four (4) completed Sanitation projects each from R150 million and beyond with traceable appointment letters, completion certificates and reference letters,	5		
		Zero (0) to Two (2) completed Sanitation projects each from R150 million and beyond with traceable appointment letters, completion certificates and references.	3		

3). QUALITY ASSURANCE SYSTEM/ QUALITY MANAGEMENT SYSTEM (10 MAX POINTS)					
	QUALITY ASSURANCE SYSTEM A quality management system or quality assurance services, to be specifically defined and detailed on the proposal. The aforesaid document must demonstrate professional services prover's capacity in terms of the relevant quality standards expected. Furthermore, professional service providers proof by attaching ISO 9001: 2015 Certification or Relevant approved Quality System as evidence demonstrating company quality standards which will be reviewed separately.	ISO 9001: 2015 Certification	10	10 (Max)	Documents to be attached a) ISO 9001: 2015 Certification b) Internal quality control system (Detailed Quality Assurance Report).
		Internal quality control system.	5		
		No system (s)	0		
4). SPECIAL COMPANY RESOURCES SOFTWARE (10 MAX)					
	Design Software: 1. GIS software (ArcMap/ArcGIS Pro) 2. AutoCAD Civil 3D/ Civil Designer 3. TechnoCAD - WaterMate 4. Technocad - PipeMate 5. Civil Designer- Water Module 6. Civil Designer - Sewer Module 7. Wadiso 8. Bentley WaterGEMS 9. Bentley SewerGEMS 10. Sewsan	7 or more Software as listed	10	10 (Max)	NB: Proof of payments for each license with traceable details including email address and telephone contact details for the license issuing company must be attached. Provide proof of an outsourcing or subcontracting agreement for GIS software services.
		4 – 6 Software as prioritized as below.	5		
		0 – 3 Software as listed	0		

5) DEMONSTRATE SPECIALISED EXPERIENCE IN THE DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE INCLUDING AS A COMPANY (10 MAX)					
	Demonstrate specialised experience as a company in the design and execution of Municipal Infrastructure , including in the following categories a) Water Treatment Works (WTW) b) Wastewater Water Treatment Works (WWTW) c) Programme Management of Special Projects with Technical Services (e.g. EPWP programme, Turnkey water/Sanitation projects etc.)	Three (3) completed WTW projects , each valued at R150 million or more, supported by traceable appointment, completion, and reference letters, for design, construction, and/or upgrading.	3	10 (Max)	NB: Appointment, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates(contractor's) • Reference letters for completed projects as specified/ categorized (Consultants). <u>NB:</u> Only complete projects will be considered.
		Three (3) completed WWTW projects , each valued at R150 million or more, supported by traceable appointment, completion, and reference letters, for design, construction, and/or upgrading.	3		
		Three (3) completed turnkey water/sanitation projects , each valued at R150 million or more, supported by traceable appointment, completion, and reference letters, covering planning, design, and implementation.	4		
6). THE MINIMUM THRESHOLD/QUALIFYING SCORE					
	MINIMUM THRESHOLD			70	
TOTAL POINTS				100	

Bidders need to score a minimum of 70 points to go through to the next stage of evaluation. All bidders who score less than 70 points will be disqualified.

WATER AND SANITATION INFRASTRUCTURE SERVICES (CATEGORY B)

NO	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS PER ITEM	TOTAL POINTS	INDICATOR
1) QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL WITH ECSA REGISTRATION – (40 MAX POINTS)					
1.1	PROJECT LEADER: DESIGN ENGINEER/ ENGINEERING TECHNOLOGIST I. Have a tertiary qualification in civil engineering ii. Have an active professional registration as a Professional Engineer (Pr. Eng.) and/or Professional Technologist (Pr. Tech Eng.) with Engineering Council of South Africa (ECSA). iii. Have a minimum of 7 solid years of proven civil engineering design experience with professional registration.	11 and above Years' postgraduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech	10	10 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Water & Sanitation Projects (New infrastructure, replacement, Scheme Refurbishment/ Augmentation) nothing else will be considered for points scoring. Documents to be attached - CV with traceable records in relevant project (s) - Certified Qualifications - Proof of valid (Active status) Registration with bodies of affiliation as ECSA
		7 – 10 years' post-graduate experience with professional registration with ECSA as Pr Eng/Pr Tech	5		
		0 – 6 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech	0		

1.2	AVAILABILITY/ ALL SUPPORTING RESOURCES i. Hold a tertiary qualification, NQF Level 8 and above in relevant field ii. Have an active professional registration body of affiliation iii. Have a minimum of 10 solid years of proven water/ sanitation experience post professional registration iv. Experience in relevant field of following engineering disciplines, which are: Civil, Mechanical, Electrical, Chemical, and Instrumentation will be inclusive of the overall 10-year contract management experience.	Electrical Engineer/Technologist with a minimum of ten 10 years of post-graduate experience in water and sanitation projects and registered with the Engineering Council of South Africa (ECSA) as a Pr. Eng / Pr. Tech.	5	30 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Water & Sanitation Projects (New infrastructure, replacement, Scheme Refurbishment/ Augmentation, WTW, WWT) nothing else will be considered for points scoring. Documents to be attached - CV with traceable records in relevant project (s) - Certified Qualifications - Proof of valid (Active status) Registration with ECSA/SAGC/SACNAP/SACPCM P/PMSA etc.
		Mechanical Engineer/Technologist with a minimum of ten (10) years of post-graduate experience in water and sanitation projects and registered with the Engineering Council of South Africa (ECSA) as a Pr. Eng / Pr. Tech	5		
		Chemical Engineer/Technologist (Process Engineer/Analytical Chemist) with a minimum of ten (10) years of post-graduate experience in water and sanitation projects, registered with the Engineering Council of South Africa (ECSA) as a Pr. Eng/ Pr. Tech, or with SACNASP as a Professional Natural Scientist.	5		
		Geographic Information Services (GIS) with a minimum of ten (10) years of post-graduate experience in water and sanitation projects and registered with South African Geomatics Council (SAGC) or previously known as PLATO.	5		
		Structural Engineer/Technologist with a minimum of ten (10) years of post-graduate experience in water and sanitation projects and registered with the Engineering Council of South Africa (ECSA) as a Pr. Eng / Pr. Tech	5		
		Civil Draughtsman with a minimum of ten (10) years of post-graduate experience in water and sanitation projects and registered with the Engineering Council of South Africa (ECSA) as a Pr. Eng / Pr. Tech.	5		

2) DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA (30 MAX POINTS);					
COMPANY REPUTATION IN THE WATER PROJECTS					
2.1	EXPERIENCE OF THE COMPANY/ENTITY IN WATER INFRASTRUCTURE PROJECTS I. The Bidder should demonstrate and provide evidence of that the company specific experience over the past 10 years in water projects (Bulk, Reticulation, WTW, WCDM etc. II. Appointment and Reference letters must contain full projects Description, Award Value, Tender / Contract Number with traceable details including email address and telephone contact details (per project). iii. The complete set of evidence includes documentation relating to the contractor's appointment as well as completion certificates, which collectively demonstrate the overall project value, including both direct and indirect costs.	Six (6) completed water projects valued between R50 to R150 million, supported by traceable appointment letters, and reference letters.	15	15 (Max)	NB: Appointment, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates (contractor's) • Reference letters for completed water projects (Consultants). <u>NB: Only complete water projects will be considered</u>
		Three (3) to Five (5) completed water projects valued between R50 to R150 million, supported by traceable appointment letters, and reference letters.	10		
		Zero (0) to Two (2) completed water projects valued between R50 to R150 million, supported by traceable appointment letters, and reference letters.	5		

2.2	SANITATION INFRASTRUCTURE PROJECT(S) I. The Bidder should demonstrate and provide evidence that the company has conducted detailed investigation, planned, Designed and constructed/implemented Sanitation Projects (Bulk, Reticulation, WWTW etc.) II. Appointment and Reference letters must contain full projects Description, Award Value, Tender / Contract Number with traceable details including email address and telephone contact details (per project). iii. The complete set of evidence includes documentation relating to the contractor's appointment as well as completion certificates, which collectively demonstrate the overall project value, including both direct and indirect costs.	Six (6) completed sanitation projects valued between R50 to R150 million, supported by traceable appointment letters and reference letters.	15	15 (Max)	NB: Appointment, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates(contractor's) • Reference letters for completed sanitation projects (Consultants). <u>NB:</u> Only complete sanitation projects will be considered
		Three (3) to Five (5) completed sanitation projects valued between R50 to R150 million, supported by traceable appointment letters and reference letters.	10		
		Zero (0) to Two (2) completed sanitation projects valued between R50 to R150 million, supported by traceable appointment letters, and reference letters.	5		

3).QUALITY ASSURANCE SYSTEM/ QUALITY MANAGEMENT SYSTEM (10 MAX POINTS)					
	QUALITY ASSURANCE SYSTEM A quality management system or quality assurance services, to be specifically defined and detailed on the proposal. The aforesaid document must demonstrate professional services prover's capacity in terms of the relevant quality standards expected. Furthermore, professional service provider to proof by attaching ISO 9001: 2015 Certification or Relevant approved Quality System. as evidence demonstrating company quality standards which will be reviewed separately.	ISO 9001: 2015 Certification	10	10 (Max)	Documents to be attached a) ISO 9001: 2015 Certification b) Internal quality control system (Detailed Quality Assurance Report).
		Internal quality control system.	5		
		No system (s)	0		
4). SPECIAL COMPANY RESOURCES SOFTWARE (10 MAX POINTS)					
	Design Software: 1. GIS software (ArcMap/ArcGIS Pro) 2. AutoCAD Civil 3D/ Civil Designer 3. TechnoCAD - WaterMate 4. Technocad - PipeMate 5. Civil Designer- Water Module 6. Civil Designer - Sewer Module 7. Wadiso 8. Bentley WaterGEMS 9. Bentley SewerGEMS 10. Sewsan	5 or more Software as listed	10	10 (Max)	NB: Proof of payments for each license with traceable details including email address and telephone contact details for the license issuing company must be attached. Provide proof of an outsourcing or subcontracting agreement for GIS software services must be provided
		3 - 4 Software as prioritized as below.	5		
		0 – 2 Software as listed	0		

5). DEMONSTRATE SPECIALISED EXPERIENCE IN DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE INCLUDING AS A COMPANY (10 Max)					
	Demonstrate specialised experience as a company in the design & execution of Municipal Infrastructure including as a company for categories such as: a) Water Treatment Work (WTW) b) Wastewater Treatment Works (WWTW) c) Programme Management of Special Projects with Technical Services (e.g. EPWP programme, Turnkey Water/ Sanitation projects etc.)	Three (3) completed WTW projects , each valued between R50 million and R150 million, supported by traceable appointment and reference letters, for design, construction, and/or upgrading.	3	10 (Max)	NB: APPOINTMENT & REFERENCE LETTERS must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM)/Accounting officer, executive financial officer (CEO)/ Head of Department etc. the Bidder must attach the following: • Appointment letters (Contractor/Consultant) • Project Completion Certificates (Contractor) • Reference letters for completed projects as specified/categorized NB: Only complete projects will be considered.
		Three (3) completed WWTW projects , each valued between R50 million and R150 million, supported by traceable appointment and reference letters, for design, construction, and/or upgrading.	3		
		Three (3) completed turnkey water/sanitation projects , each valued between R50 million and R150 million, supported by traceable appointment and reference letters, covering planning, design, and implementation.	4		
6). THE MINIMUM THRESHOLD/QUALIFYING SCORE					
	MINIMUM THRESHOLD		70		
TOTAL POINTS			100		

Bidders need to score a minimum of 70 points to go through to the next stage of evaluation. All bidders who score less than 70 points will be disqualified.

WATER AND SANITATION INFRASTRUCTURE SERVICES (CATEGORY C)

NO	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS PER ITEM	TOTAL POINTS	INDICATOR
1) QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL – (40 MAX POINTS)					
1.1	PROJECT LEADER: DESIGN ENGINEER/ ENGINEERING TECHNOLOGIST	Six (6) and above Years' postgraduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech	10	10 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Water & Sanitation Projects (New infrastructure, replacement, Scheme Refurbishment/ Augmentation) nothing else will be considered for points scoring.
		I. Have a tertiary qualification in civil engineering	5		
		ii. Have an active professional registration as a Professional Engineer (Pr. Eng.) and/or Professional Technologist (Pr. Tech Eng.) with Engineering Council of South Africa (ECSA).	0		
		iii. Have a minimum of 3 solid years of proven civil engineering design experience post professional registration.			
					Documents to be attached • CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with bodies of affiliation as ECSA

1.2	AVAILABILITY/ ALL SUPPORTING RESOURCES I. Hold a tertiary qualification, NQF Level 8 and above in relevant field ii. Have an active professional registration body of affiliation iii. Have a minimum of 3 solid years of proven water/ sanitation experience post professional registration iv. Experience in relevant field of following engineering disciplines, which are: Civil, Mechanical, Electrical and Instrumentation will be inclusive of the overall 3 -year contract management experience.	Electrical Engineer/Technologist with a minimum of three (3) years of post-graduate experience in water and sanitation projects and registered with the ECSA as a Pr. Eng / Pr. Tech	5	30 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Water & Sanitation Projects (New infrastructure, replacement, Scheme Refurbishment/ Augmentation, WTW, WWTW) nothing else will be considered for points scoring. Documents to be attached • CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with ECSA/SAGC/SACNAP/SACPC MP/PMSA etc.
		Mechanical Engineer/Technologist with a minimum of three (3) years of postgraduate experience in water and sanitation projects and registered with the ECSA as a Pr. Eng / Pr. Tech	5		
		Chemical Engineer/Technologist (Process Engineer/ Analytic Chemistry) with a minimum of three (3) years of post-graduate experience in water and sanitation projects, registered with the ECSA as a Pr. Eng)/ Pr. Tech, or with SACNASP as a Professional Natural Scientist.	5		
		Geographic Information Services (GIS) with a minimum of three (3) years of post-graduate experience in water and sanitation projects and registered with South African Geomatics Council (SAGC) or previously known as PLATO.	5		
		Structural Engineer/Technologist with a minimum of three (3) years of post-graduate experience in water and sanitation projects and registered with the ECSA as a Pr. Eng / Pr. Tech	5		
		Civil Draughtsman with a minimum of three (3) years of post-graduate experience in water and sanitation projects and registered with the ECSA as a Pr. Eng / Pr. Tech	5		

2) DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA (30 MAX POINTS).					
COMPANY REPUTATION IN THE WATER & SANITATION PROJECTS					
2.1	EXPERIENCE OF THE COMPANY/ENTITY IN WATER INFRASTRUCTURE PROJECTS I. The Bidder should demonstrate and provide evidence of that the company specific experience over the past 10 years in water projects (Bulk, Reticulation, WTW etc.) II. Appointment and Reference letters must contain full projects Description, Award Value, Tender / Contract Number with traceable details including email address and telephone contact details (per project). iii. The complete set of evidence includes documentation relating to the contractor's appointment as well as completion certificates, which collectively demonstrate the overall project value, including both direct and indirect costs.	Five (5) and above completed Water projects valued between R5 million to R50 million, supported by traceable appointment letters and reference letters.	15	15 (Max)	NB: Appointment, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates (contractor's) • Reference letters for completed water projects (Consultants). <u>NB:</u> Only complete projects will be considered
		Three (3) to Four (4) completed Water projects valued between R5 million to R50 million, supported by traceable appointment letters and reference letters.	10		
		One (1) to Two (2) completed Water projects valued between R5 million to R50 million, supported by traceable appointment letters, and reference letters.	5		
		Zero (0) completed Water projects valued between R5 million to R50 million, supported by traceable appointment letters, and reference letters.	0		

2.2	SANITATION INFRASTRUCTURE PROJECT(S) I. The Bidder should demonstrate and provide evidence that the company has conducted detailed investigation, planned, Designed and constructed/implemented Sanitation Projects (Bulk, Reticulation, WWTW etc.) II. Completion, Appointment and Reference letters must contain full projects Description, Award Value, Tender / Contract Number with traceable details including email address and telephone contact details (per project). iii. The complete set of evidence includes documentation relating to the contractor's appointment as well as completion certificates, which collectively demonstrate the overall project value, including both direct and indirect costs.	Five (5) and above completed Sanitation projects valued between R5 million to R50 million, supported by traceable appointment letters and reference letters.	15	15 (Max)	NB: Completion Certificates Appointment and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates(contractor's) • Reference letters for completed sanitation projects (Consultants). <u>NB:</u> Only complete projects will be considered
		Three (3) to Four (4) completed Sanitation projects valued between R5 million to R50 million, supported by traceable appointment letters and reference letters.	10		
		One (1) to Two (2) completed Sanitation projects valued between R5 million to R50 million, supported by traceable appointment letters, and reference letters.	5		
		Zero (0) completed Water projects valued between R5 million to R50 million, supported by traceable appointment letters, and reference letters.	0		

3). QUALITY ASSURANCE SYSTEM/ QUALITY MANAGEMENT SYSTEM (10 MAX POINTS)					
	QUALITY ASSURANCE SYSTEM A quality management system or quality assurance services, to be specifically defined and detailed on the proposal. The aforesaid document must demonstrate professional services prover's capacity in terms of the relevant quality standards expected. Furthermore, professional service provider to proof by attaching ISO 9001: 2015 Certification or Relevant approved Quality System as evidence demonstrating company quality standards which will be reviewed separately.	ISO 9001: 2015 Certification or Relevant approved Quality System	10	10 (Max)	DOCUMENTS TO BE ATTACHED a) ISO 9001: 2015 Certification or Relevant approved Quality System. b) Internal quality control system (Detailed Quality Assurance Report).
		Internal quality control system.	5		
		No system (s)	0		
4). SPECIAL COMPANY RESOURCES SOFTWARE (10 MAX POINTS)					
	Design Software: 1. GIS software (ArcMap/ArcGIS Pro) 2. AutoCAD Civil 3D/ Civil Designer 3. TechnoCAD - WaterMate 4. Technocad - PipeMate 5. Civil Designer- Water Module 6. Civil Designer - Sewer Module 7. Wadiso 8. Bentley WaterGEMS 9. Bentley SewerGEMS 10. Sewsan 11. Epanet	3 or more Software from the list	10	10 (Max)	NB: Proof of payments for each license with traceable details including email address and telephone contact details for the license issuing company must be attached. <i>Provide proof of an outsourcing or subcontracting agreement for GIS software services must be provided</i>
		1 – 2 Software from the list	5		
		Zero (0) Software listed	0		

5). DEMONSTRATE SPECIALISED EXPERIENCE IN DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE INCLUDING AS A COMPANY (10 Max)				
	Demonstrate specialised experience as a company in the design & execution of Municipal Infrastructure including as a company for categories such as: a) Water Treatment Work (WTW) b) Wastewater Water Treatment Works (WWTW) c) Programme Management of Special Projects with Technical Services (e.g. EPWP programme, Turnkey Water/Sanitation projects etc.)	Three (3) completed WTW projects, accumulative to R 5 million or more, supported by traceable appointment, completion, and reference letters, for design, construction, and/or upgrading.	3	10 Max
		Three (3) completed WWTW projects, accumulative to R5 million or more, with traceable appointment, completion, and reference letters, covering design, construction, and/or upgrading.	3	
		Three (3) completed turnkey water and sanitation projects, accumulating R5 million or more, supported by traceable appointment, completion, and reference letters, covering planning, design, and implementation.	4	
NB: APPOINTMENT & REFERENCE LETTERS must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM)/Accounting officer, executive financial officer (CEO)/ Head of Department etc. the Bidder must attach the following: • Appointment letters • Project Completion Certificates • Reference letters for completed projects as specified/categorized NB: Only complete projects will be considered..				
7). THE MINIMUM THRESHOLD/QUALIFYING SCORE				
	MINIMUM THRESHOLD		70	
TOTAL POINTS			100	

Bidders need to score a minimum of 70 points to go through to the next stage of evaluation. All bidders who score less than 70 points will be disqualified.

BUILDING AND STRUCTURAL SERVICES _ CATEGORY A

NO	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS PER ITEM	TOTAL POINTS	INDICATOR
1) QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL – (40 MAX POINTS)					
	PROJECT LEADER: Architect i. Have a tertiary qualification (NQF Level 7 and above) in Architect from a recognised institution. ii. Have an active professional registration as a Professional Architect (Pr Arch) and /or Professional Senior Architectural Technologist (Pr SArchT.) with South African Council for the Architectural Profession (SACAP) iii. Have a minimum of Seven (7) solid years of proven in building and structural/architectural design after professional registration.	11 and above years of post-professional registration experience with SACAP as Pr Arch or PrSArchT 7 – 10 years of post-professional registration experience with SACAP as Pr Arch or PrSArchT 0 – 6 years of post-professional registration experience with SACAP as Pr Arch or PrSArchT	10 5 0	40 Max	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Building/ Structural Projects (Structural projects include the new construction, replacement, refurbishment, augmentation and upgrading of buildings and structural infrastructure) nothing else will be considered for points scoring. Documents to be attached • CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with bodies of affiliation as SACAP.

2). QUALIFICATIONS OF PROJECTS SUPPORT TEAM/RESOURCES					
	AVAILABILITY/ ALL SUPPORTING RESOURCES i. Hold a tertiary qualification in NQF Level 7 and above in relevant field ii. Have an active professional registration body of affiliation iii. Have a minimum of 10 solid years of proven buildings and Structural experience post professional registration.	Structural Engineer/Technologist 10 and above Years of post-professional registration experience with the ECSA as Pr. Eng/Pr. Tech	5	30 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Building/ Structural Projects (Structural projects include the new construction, replacement, refurbishment, augmentation and upgrading of buildings and structural infrastructure) nothing else will be considered for points scoring. Documents to be attached • CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with bodies of affiliation as SACAP/ECSA/ SACQSP, SACPCMP etc.
		Quantity Surveyor: 10 and above Years of post-professional registration experience with the SACQSP as Pr. QS	5		
		Electrical Engineer/Technologist 10 and above Years of post-professional registration experience with the ECSA as Pr. Eng/Pr. Tech	5		
		Mechanical Engineer/Technologist 10 and above Years of post-professional registration experience with the ECSA as Pr. Eng/Pr. Tech	5		
		Construction Health and Safety Agent/Manager CHSA/CHSM. Construction Health and Safety Agent/Manager with 10 and above years postgraduate experience and registered with SACPCMP in a specific category of Registration as a NDSM	5		
		Civil Draughtsman 10 and above Years of post-professional registration experience with ECSA as Pr. Eng/Pr. Tech.	5		

3). COMPANY REPUTATION IN THE INDUSTRY					
EXPERIENCE OF THE COMPANY/ENTITY IN BUILDINGS/ STRUCTURAL PROJECTS The Bidder should demonstrate and provide evidence of that the company specific experience over the past 10 years in buildings and structural Projects. Experience must cover the following categories: a) Institutional Buildings – schools, clinics, hospitals, libraries, government facilities b) Commercial and Office Buildings – offices, retail centres, mixed-use developments c) Residential Buildings – single dwellings, multi-storey residential blocks d) Public and Community Facilities – community halls, sports/cultural centres e) Structural Infrastructure Associated with Buildings – reinforced concrete, steel structures, foundations, retaining walls, and other structural components Appointment letters, completion certificates and reference letters must provide a full project description, award value, and tender/contract number, with traceable details including email addresses and telephone contacts for each project. The evidence must demonstrate the overall project value, including both direct and indirect costs.	Eight (8) or more completed projects each from R150 million and beyond with traceable appointment letters, completion and reference letters.	20	20 Max	- Appointment letters, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. - The Bidder must attach the following: - Project Appointment letters (Contractor & Consultants) - Project Completion Certificates(contractor's) Reference letters for completed <i>building and Structural</i> projects (Consultants).	
	Five (5) to Seven (7) each project completed from R150 million and beyond with traceable. appointment letters, completion and reference letters.	10			
	Three (3) to Four (4) each project completed from R150 million and beyond with traceable references appointment letters, completion and reference letters	5			
	Zero (0) to Two (2) each project completed from R150 million and beyond with traceable references appointment letters, completion and reference letters.	0			

4.) QUALITY ASSURANCE SYSTEM/ QUALITY MANAGEMENT SYSTEM (10 MAX POINTS)					
	QUALITY ASSURANCE SYSTEM A quality management system or quality assurance services, to be specifically defined and detailed on the proposal. The aforesaid document must demonstrate professional services prover's capacity in terms of the relevant quality standards expected. Furthermore, professional service provider to have proof by attaching ISO 9001: 2015 Certification or Relevant Approved Quality System as evidence demonstrating company quality standards which will be reviewed separately.	ISO 9001: 2015 Certification or Relevant Approved Quality System	10	10 Max	Documents to be attached Documents to be attached a) ISO 9001: 2015 Certification or Relevant Approved Quality Systems. b) Internal quality control system c) (Detailed Quality Assurance Report).
		Internal quality control system.	5		
		No system (s)	0		
5).					
SPECIAL COMPANY RESOURCES SOFTWARE (10 MAX POINTS)					
	DESIGN SOFTWARE - GIS software (ArcMap/ArcGIS Pro) - Autodesk Revit - Autodesk Robot Structural Analysis - SkyCiv Structural 3D - AutoCAD Civil 3D - Model Maker - IDAS - Tekla Structures - ARCHICAD - SketchUp	5 or more Software as listed	10	10 Max	NB: Proof of payments for each license with traceable details including email address and telephone contact details for the license issuing company must be attached. Provide proof of an outsourcing or subcontracting agreement for GIS software services must be provided.
		3 – 4 Software as prioritized as	5		
		0 – 2 Software as listed	0		

6). DEMONSTRATE SPECIALISED EXPERIENCE IN THE DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE INCLUDING AS A COMPANY:				
	Demonstrate specialised company experience in the design, execution, and specialized demolition of building and structural infrastructure projects, including institutional, commercial, residential, and public/community buildings, as well as structural components. Projects may include new construction, replacement, refurbishment, upgrading, and controlled demolition. Experience must cover the following categories: a) Institutional Buildings – schools, clinics, hospitals, libraries, government facilities b) Commercial and Office Buildings – offices, retail centres, mixed-use developments c) Residential Buildings – single dwellings, multi-storey residential blocks d) Building Demolishing a) e) Programme Management of Turnkey projects.	Three (3) and above completed building or structural infrastructure projects – Institutional Buildings (Schools, Clinics, Hospitals, Libraries, Government Facilities etc) each valued at R150 million or more.	4	20 (Max)
		Three (3) and above completed building or structural infrastructure projects – Commercial and Office Buildings (Offices, Retail Centres, Mixed-use Developments) each valued at R150 million or more.	4	
		Three (3) and above completed building or structural infrastructure projects – Residential Buildings (Single Dwellings, Multi-Story Residential Blocks) each valued at R150 million or more.	4	
		Three (3) and above completed building or structural demolishing each valued at R150 million or more.	4	
		Three (3) and above completed turnkey building or structural infrastructure projects, each valued at R150 million or more.	4	
Appointment letters, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates(contractor's) • Reference letters for completed <i>building and Structural</i> projects (Consultants). <u>NB:</u> Only complete building/ Structural projects will be considered				
7). THE MINIMUM THRESHOLD/QUALIFYING SCORE				
	MINIMUM THRESHOLD		70	
TOTAL POINTS			100	

Bidders need to score a minimum of 70 points to go through to the next stage of evaluation. All bidders who score less than 70 points will be disqualified.

BUILDING AND STRUCTURAL SERVICES _ CATERGORY B

NO	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS PER ITEM	TOTAL POINTS	INDICATOR
1) QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL – (40 MAX POINTS)					
	PROJECT LEADER: Architect i. Have a tertiary qualification (NQF level 7 and above) in Architect ii. Have an active professional registration as a Professional Architect (Pr Arch) and /or Professional Senior Architectural Technologist (Pr SArchT.) with South African Council for the Architectural Profession (SACAP) iii. Have a minimum of Six (6) solid years of proven buildings and Structural Engineering/Architectural design experience post professional registration.	10 and above Years' postgraduate experience with 10 years of professional registration SACAP as Pr Arch or PrSArchT 6 – 9 years' post-graduate experience with professional registration with SACAP as Pr. Arch or Pr SArchT 0 – 5 years' post-graduate experience with professional registration with- SACAP as Pr. Arch or Pr SArchT	10 5 0	10 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to Building/ Structural Projects (Structural projects include the new construction, replacement, refurbishment, augmentation and upgrading of buildings and structural infrastructure) nothing else will be considered for points scoring. Documents to be attached • CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with bodies of affiliation as SACAP

2). QUALIFICATIONS OF AND SUPPORTING TEAM/RESOURCES					
	AVAILABILITY OF SUPPORTING RESOURCES i. Hold a tertiary qualification (NQF Level 7 and above) in relevant field ii. Have an active relevant professional registration body of affiliation iii. Have a minimum of six (6) solid years of proven buildings and Structural experience postgraduate registration.	Structural Engineer/Technologist with a minimum of six (6) years of postgraduate experience in buildings and Structural projects and professional registered with ECSA	5	30 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talks to Structural Projects (Structural projects include the new construction, replacement, refurbishment, augmentation, and upgrading of buildings and structural infrastructure) nothing else will be considered for points scoring. Documents to be attached - CV with traceable records in relevant project (s) - Certified Qualifications - Proof of valid (Active status) Registration with bodies of affiliation as SACAP/ECSA/SACQSP
		Quantity Surveyor: with a minimum of six (6) years of postgraduate experience in buildings and Structural projects and professional registered with SACQSP as Pr. QS	5		
		Electrical Engineer/Technologist with a minimum of six (6) years of post-graduate experience in buildings and Structural projects and professional registered with ECSA as a Pr. Eng / Pr. Tech	5		
		Mechanical Engineer/Technologist with a minimum of six (6) years of post-graduate experience in building and Structural projects and professional registered with the ECSA) as a Pr. Eng / Pr. Tech	5		
		Construction Health and Safety Agent/Manager CHSA/CHSM. Construction Health and Safety Agent/Manager with a minimum of six (6) years and above years postgraduate registered with SACPCMP in a specific category of Registration as a NDSM	5		
		Civil Draughtsman with a minimum of six (6) years of post-graduate experience in buildings and Structural projects and professional registered with the Engineering Council of South Africa (ECSA) as a Pr. Eng / Pr. Tech	5		

3.) COMPANY REPUTATION IN THE INDUSTRY					
	EXPERIENCE OF THE COMPANY/ENTITY IN BUILDINGS/ STRUCTURAL PROJECTS I. The Bidder should demonstrate and provide evidence of that the company specific experience over the past 10 years in buildings/Structural Projects. II. Completion, Appointment and Reference letters must contain full projects Description, Award Value, Tender / Contract Number with traceable details including email address and telephone contact details (per project). iii. The complete set of evidence includes documentation relating to the contractor's appointment as well as completion certificates, which collectively demonstrate the overall project value, including both direct and indirect costs.	Six (6) completed in buildings and structural projects valued between R50 million to R150 million, supported by traceable appointment letters, and reference letters.	20	20 (Max)	Appointment letters, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: Project Appointment letters (Contractor & Consultants)
		Three (3) to Five (5) completed in buildings and Structural projects valued between R50 million to R150 million, supported by traceable appointment letters, and reference letters.	10		
		One (1) to Two (2) completed in buildings and structural projects valued between R50 million to R150 million, supported by traceable appointment letters, and reference letters.	5		

4). QUALITY ASSURANCE SYSTEM/ QUALITY MANAGEMENT SYSTEM (10 MAX POINTS)					
	QUALITY ASSURANCE SYSTEM A quality management system or quality assurance services, to be specifically defined and detailed on the proposal. The aforesaid document must demonstrate professional services prover's capacity in terms of the relevant quality standards expected. Furthermore, professional service provider to proof by attaching ISO 9001: 2015 Certification or internal quality control system documentation as evidence demonstrating company quality standards which will be reviewed separately.	ISO 9001: 2015 Certification or Relevant Approved Quality System.	10	10 (Max)	Documents to be attached ISO 9001: 2015 Certification or Relevant Approved Quality System. b) Internal quality control system documentation (<i>detailed</i>).
		Internal quality control system.	5		
		No system (s)	0		
5). SPECIAL COMPANY RESOURCES SOFTWARE (10 MAX POINTS)					
	DESIGN SOFTWARE - GIS software (ArcMap/ArcGIS Pro) - Autodesk Revit - Autodesk Robot Structural Analysis - SkyCiv Structural 3D - AutoCAD Civil 3D - Model Maker - IDAS - Tekla Structures - ARCHICAD - SketchUp	5 or more Software as listed	10	10 (Max)	NB: Proof of payments for each license with traceable details including email address and telephone contact details for the license issuing company must be attached <i>Provide proof of an outsourcing or subcontracting agreement for GIS software services must be provided</i>
		3 – 4 Software as prioritized as below.	5		
		0 – 2 Software as listed	0		

6). DEMONSTRATE SPECIALISED EXPERIENCE IN THE DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE INCLUDING AS A COMPANY:					
	Demonstrate specialised company experience in the design, execution, and specialized demolition of building and structural infrastructure projects, including institutional, commercial, residential, and public/community buildings, as well as structural components. Projects may include new construction, replacement, refurbishment, upgrading, and controlled demolition. Experience must cover the following categories: a) Institutional Buildings – schools, clinics, hospitals, libraries, government facilities b) Commercial and Office Buildings – offices, retail centres, mixed-use developments c) Residential Buildings – single dwellings, multi-storey residential blocks d) Building Demolishing a)e) Programme Management of Turnkey projects.	Three (3) and above completed building or structural infrastructure projects – Institutional Buildings (Schools, Clinics, Hospitals, Libraries, Government Facilities etc) each valued between R50million to R150 million.	4	20 (Max)	Appointment letters, Completion Certificates and Reference Letters must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM), executive financial officer (CEO), Technical Services Head of department etc. The Bidder must attach the following: • Project Appointment letters (Contractor & Consultants) • Project Completion Certificates(contractor's) • Reference letters for completed <i>building and Structural</i> projects (Consultants). <u>NB:</u> Only complete building/ Structural projects will be considered
		Three (3) and above completed building or structural infrastructure projects – Commercial and Office Buildings (Offices, Retail Centres, Mixed-use Developments) each valued between R50million to R150 million.	4		
		Three (3) and above completed building or structural infrastructure projects – Residential Buildings (Single Dwellings, Multi-Story Residential Blocks) each valued between R50million to R150 million.	4		
		Three (3) and above completed building or structural demolishing each valued between R50million to R150 million.	4		
		Three (3) and above completed turnkey building or structural infrastructure projects, each valued between R50million to R150 million.	4		
7). THE MINIMUM THRESHOLD/QUALIFYING SCORE					
	MINIMUM THRESHOLD			70	
TOTAL POINTS				100	

Bidders need to score a minimum of 70 points to go through to the next stage of evaluation. All bidders who score less than 70 points will be disqualified.

VIP SANITATION PROJECTS					
NO	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS PER ITEM	TOTAL POINTS	INDICATOR
1). QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL – (55 MAX POINTS)					
1.1	PROJECT LEADER: ENGINEER/ENGINEERING TECHNOLOGIST / QUANTITY SURVEYOR/CONSTRUCTION PROJECT MANAGER I. Have a tertiary qualification in civil engineering (NQF 7 and above) ii. Have an active professional registration as a Professional Engineer (Pr. Eng.) /or Professional Technologist (Pr. Tech Eng.) with Engineering Council of South Africa (ECSA) or registered as a Project Manager (SACPCMP). iii. Have a minimum of ten (10) solid years of proven project/ Contact management in implementation of buildings (VIP Sanitation). Experience in provision of the overall leadership and contract administration for the project, ensuring effective coordination of stakeholders, compliance with contractual obligations, cost and schedule control, risk management, and successful delivery in line with approved scope, quality, and regulatory requirements.	10 and above Years' postgraduate experience with 10 years of professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Project Manager or SACQSP as Pr. QS	20	20 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to buildings (VIP Sanitation) Projects nothing else will be considered for points scoring. Documents to be attached - CV with traceable records in relevant project (s) - Certified Qualifications - Proof of valid (Active status) Registration with bodies of affiliation as ECSA/(SACPCMP). -
		5 – 9 years' post-graduate experience with professional registration with ECSA as Pr Eng/Pr Tech or SACPCMP as Project Manager.	15		
		2 – 4 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Project Manager or SACQSP as Pr. QS	5		
		0 – 1 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Project Manager or SACQSP as Pr. QS	0		
1.2	SITE SUPERVISOR: ENGINEER/ENGINEERING TECHNOLOGIST/ CONSTRUCTION MANAGER	10 and above Years' postgraduate experience with 10 years of professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Pr. CM.	20	20 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that

i. Have a tertiary qualification in civil engineering (NQF 7 and above) ii. Have an active professional registration as a Professional Engineer (Pr. Eng.) /or Professional Technologist (Pr. Tech Eng.) with Engineering Council of South Africa (ECSA) or registered as a Project Manager (SACPCMP). iii. Have a minimum of ten (10) solid years of proven project management experience in implementation of buildings (VIP Sanitation). Overseeing on-site VIP sanitation construction to ensure compliance with designs, quality standards, health and safety requirements, and project schedules.	5 – 9 years' post-graduate experience with professional registration with ECSA as Pr Eng/Pr Tech or SACPCMP as Project Manager.	15	it only talk to buildings (VIP Sanitation) Projects nothing else will be considered for points scoring. Documents to be attached • CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with bodies of affiliation as ECSA/(SACPCMP).
	2 – 4 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Pr. CM	5	
	0 – 1 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Pr. CM	0	

1.3	QUALITY ASSESSOR ENGINEER/ ENGINEERING TECHNOLOGIST / ENGINEERING TECHNICIAN I. Have a tertiary qualification in civil engineering Technician (NQF 6 and above) ii. Have an active professional registration as a Professional Engineer (Pr. Eng.) /or Professional Technologist (Pr. Tech Eng.) Professional Engineering Technician (Pr. Techni) with Engineering Council of South Africa (ECSA) or registered as a Project Manager (SACPCMP). iii. Have a minimum of ten (10) solid years in VIP infrastructure projects independently ensures that projects meet defined quality standards by proactively auditing processes, verifying deliverables and embedding quality throughout the project lifecycle to ensure fitness for purpose and stakeholder satisfaction.	10 and above Years' postgraduate experience with 10 years of professional registration with ECSA as Pr. Eng/Pr. Tech/Pr. Techni or SACPCMP as Project Manager.	15	15 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to buildings (VIP Sanitation) Projects nothing else will be considered for points scoring. Documents to be attached a) CV with traceable records in relevant project (s) b) Certified Qualifications c) Proof of valid (Active status) Registration with bodies of affiliation as ECSA/(SACPCMP).
	5 – 9 years' post-graduate experience with professional registration with ECSA as Pr Eng/Pr Tech or SACPCMP as Project Manager.	10			
	2 – 4 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech/Pr. Techni or SACPCMP as Project Manager.	5			
	0 – 1 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech/Pr. Techni or SACPCMP as Project Manager.	0			
	2). APROACH AND METHODOLOGY (15 MAX POINTS)				
	APROACH AND METHODOLOGY A project plan indicating key activities, timeframes, milestones and deliverables - Proposed methodology - Management of the project	Clearly defined methodology with clear implementation plan	15	15 (Max)	DOCUMENTS TO BE ATTACHED: The professional service provider must attach a method statement specifically tailored for project objectives and requirements and deals in detail with all critical phases of the project life cycle aspects for VIP Sanitation Infrastructure Projects.
		Generic methodology	10		
		Poor methodology and no submission	0		

**3). DEMONSTRATE EXPERIENCE IN THE DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE INCLUDING AS A COMPANY:
(30 MAX POINTS)**

	COMPANY EXPERIENCE The company must demonstrate experience in the implementation and execution of Ventilated Improved Pit (VIP) sanitation projects, including the planning, construction, supervision, and commissioning of sanitation facilities in rural and peri-urban areas. The scope of work should include site establishment, pit excavation and lining, reinforced concrete slab construction, installation of ventilation pipes and fly screens, construction of superstructures, and the provision of associated sanitation infrastructure and this includes Turnkey projects.	8 and above completed projects valued at 10 million or more with traceable appointment letters, completion and reference letters for implementation of VIP Sanitation projects.	30	30 (Max)	NB: APPOINTMENT & REFERENCE LETTERS must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM)/Accounting officer, executive financial officer (CEO)/ Head of Department etc. The Bidder must attach the following: • Appointment letters • Project Completion Certificates • Reference letters for completed VIP Sanitation Projects NB: Only complete VIP Sanitation projects will be considered.
		5 - 7 completed projects valued at 10 million or more with traceable appointment letters, completion and reference letters for implementation of VIP Sanitation.	15		
		2 - 4 completed projects valued at 10 million or more with traceable appointment letters, completion and reference letters for implementation of VIP Sanitation.	10		
		0 – 1 completed project valued at 10 million or more with traceable appointment letters, completion and reference letters for implementation of VIP Sanitation	0		

4). THE MINIMUM THRESHOLD/QUALIFYING SCORE			
	MINIMUM THRESHOLD	70	
TOTAL POINTS		100	

WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN:

NO	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS PER ITEM	TOTAL POINTS	INDICATOR
1). QUALIFICATION AND KEY EXPERIENCE OF KEY PERSONNEL – (55 MAX POINTS)					
1.1	PROJECT LEADER: Senior Water Supply Engineer/Senior Wastewater Engineer/Civil Engineer / Technologist I. Have a tertiary qualification in civil engineering (NQF 7 and above) ii. Have an active professional registration as a Professional Engineer (Pr. Eng.) /or	10 and above Years' postgraduate experience with 10 years of professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Project Manager.	20	20 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to compilation of WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN Projects nothing else will be considered for points scoring. Documents to be attached CV with traceable records in relevant project (s)
		5 – 9 years' post-graduate experience with professional registration with ECSA as Pr Eng/Pr Tech or SACPCMP as Project Manager.	15		
		2 – 4 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Project Manager.	5		

	Professional Technologist (Pr. Tech Eng.) with Engineering Council of South Africa (ECSA) or registered as a Project Manager (SACPCMP). iii. Have a minimum of ten (10) solid years of proven project/ Contact management in compilation of WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN.	0 – 1 years' post-graduate experience with professional registration with ECSA as Pr. Eng/Pr. Tech or SACPCMP as Project Manager.	0		• Certified Qualifications • Proof of valid (Active status) Registration with bodies of affiliation as ECSA/(SACPCMP). -
1.2	Asset Management Specialist and GIS Specialist I. Have a tertiary qualification in civil engineering (NQF 7 and above)	6 and above Years' postgraduate experience with 10 years of professional registration with relevant bodies. GIS Qualification and Asset management qualification. 3 - 6 Years' postgraduate experience with 10 years of professional registration with relevant bodies. GIS Qualification and Asset management qualification.	20 15	20 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to compilation of WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN Projects nothing else will be considered for points scoring. Documents to be attached

	ii. Have an active professional registration with relevant bodies. iii. Have a minimum of six (6) solid years of proven project/ Contact management in compilation of WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN.	2-3 Years' postgraduate experience with 10 years of professional registration with relevant bodies. GIS Qualification and Asset management qualification. 0-1 Years' postgraduate experience with 10 years of professional registration with relevant bodies. GIS Qualification and Asset management qualification.	5 0		• CV with traceable records in relevant project (s) • Certified Qualifications • Proof of valid (Active status) Registration with bodies of affiliation
1.3	Site Assessor - GIS Field Surveyors/Technicians - Civil i. Have a tertiary qualification in civil engineering/ GIS Technician (NQF 6 and above) ii. Have a minimum of six (6) solid years of proven project/ Contact	6 and above Years' postgraduate experience with Infrastructure verification and data collection, GPS verification of assets. 3-6 years' post-graduate experience with Infrastructure verification and data collection, GPS verification of assets. 2-3 years' post-graduate experience with Infrastructure	15 10 5	15 (Max)	CV should not exceed 5 pages and must be tailored to meet the requirements of the projects such that it only talk to buildings Infrastructure verification and data collection, GPS verification of assets Projects nothing else will be considered for points scoring. Documents to be attached

	management in Infrastructure verification and data collection, GPS verification of assets	verification and data collection, GPS verification of assets.			d) CV with traceable records in relevant project (s) e) Certified Qualifications
		0 – 1 years' post-graduate experience with Infrastructure verification and data collection, GPS verification of assets.	0		
2). APROACH AND METHODOLOGY (15 MAX POINTS)					
	APROACH AND METHODOLOGY A project plan indicating key activities, timeframes, milestones and deliverables - Proposed methodology - Management of the project	Clearly defined methodology with clear implementation plan	15	15 (Max)	DOCUMENTS TO BE ATTACHED: The professional service provider must attach a method statement specifically tailored for project objectives and requirements and deals in detail with all critical phases of the project life cycle aspects for WSDP and WSMP.
		Generic methodology	10		
		Poor methodology and no submission	0		
3). DEMONSTRATE EXPERIENCE IN THE DESIGN & EXECUTION OF MUNICIPAL INFRASTRUCTURE INCLUDING AS A COMPANY: (30 MAX POINTS)					

COMPANY EXPERIENCE The company must demonstrate experience in the compilation of WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN.	8 and above completed projects valued at 10 million or more with traceable appointment letters, completion and reference letters for implementation of VIP Sanitation projects.	30	30 (Max)	NB: APPOINTMENT & REFERENCE LETTERS must be on the Client's Official Letterhead, Signed by the Duly Authorised Client's Representative/ accounting officer of that organization(s) such as municipal manager (MM)/Accounting officer, executive financial officer (CEO)/ Head of Department etc. The Bidder must attach the following: • Appointment letters • Project Completion Certificates • Reference letters for completed Projects NB: Only complete WSDP AND WSMP projects will be considered.
	5 - 7 completed projects valued at 10 million or more with traceable appointment letters, completion and reference letters for implementation of VIP Sanitation.	15		
	2 - 4 completed projects valued at 10 million or more with traceable appointment letters, completion and reference letters for implementation of VIP Sanitation.	10		
	0 – 1 completed project valued at 10 million or more with traceable appointment letters, completion and reference letters for implementation of VIP Sanitation	0		

4). THE MINIMUM THRESHOLD/QUALIFYING SCORE

	MINIMUM THRESHOLD	70	
TOTAL POINTS		100	

Bidders need to score a minimum of 70 points to go through to the next stage of evaluation. All bidders who score less than 70 points will be disqualified.

THE FOLLOWING WILL APPLY IN ALL OF THE ABOVE BIDS

APPROACH, METHODOLOGY AND WORK PLAN PAPER

The professional service provider **must attach** a method statement specifically tailored for project objectives and requirements and deals in detail with all critical phases of the project life cycle aspects for Bulk and Reticulation Refurbishment Water Infrastructure Projects. The proposed Methodology should demonstrate the.

- Understanding of the municipal space and planning processes
- Understanding of the context of panel of framework contracts
- Understanding of the municipal finance systems and the cycle
- Clear analysis of the key challenges associated with project planning
- Technical, Financial and Socio-economic viability of the project
- Social Acceptance of the Project including Management of the CPGs (Sub-contractors)
- Proposed project management structure and how the project objectives will be met in the context of a multi-year framework contract.
- Attention is to be paid to cost effective execution of projects; quality control; design review and time management
- Indicate any proposals for innovation (in relation to design, technology, software and project management and construction procurement
- Overall approach paper includes aspects of resources, design integration, project management principles as well as understating of WSIG/MIG/RBIG Programme conditions and Registration.
- Additionally, key points relating to technical constraints and opportunities should be covered
- Approach to regulatory approvals and consultation with authorities and other stakeholders (Stake holder Management Strategy)
- Programme with work breakdown structure, relationships and durations
- Schedule of deliverables
- Understating of key aspects of Construction Project Management (Cost, Time, Quality, Scope, Risk, Safety, Communication, Contract Administration, and Quality Management)
- how the specialist activities such as environmental, geohydrology, hydrology, health and safety, Structural design, electrical design, mechanical designs, geotechnical, survey, GIS Specialists, land valuation and social facilitation will be addressed.

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The Service Provider is required to undertake all the duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) on behalf of uMkhanyakude District Municipality, the services will *inter alia* include the following:

- The Service Provider must execute the duties of IDM, as his appointed agent has contemplated in relation to the proposed scope of works. Professional Construction Health and Safety Agent (SACPCMP registered) must have tertiary qualification with a minim of five years' experience post-graduate in the industry to meet the expected standard of the IDM. Proof of qualifications, professional registration & Validation Certificate as well as the CV should be attached.

COMPANY PROFILE AND ORGONOGRAM

Attach/submits company organogram, CVs and professional registrations of the key individuals to be utilised on the projects.

LIST OF COMPULSORY RETURNABLE DOCUMENTS

ITEM NO:	DESCRIPTION	PSP CHECK LIST	IDM CHECK LIST
	Company Organogram correctly placing all the projects key personnel		
	5 pages CV to support the listed key personnel including Professional Construction Health and Safety Agent		
	Certified Proof of Qualifications of Key Personnel including Professional Construction Health and Safety Officer		
	Certified Proof of Registration with the relevant body and / or affiliated with the relevant statutory bodies, (ECSA, SAGCE, SACPCMP, PMSA, SACNASP, SACAP, SACQSP)		
	Certified Proof of both Professional Registration & Validation Certificate of affiliation to SACPCMP		
	List of Similar Projects Carried out in the past years		
	Traceable Reference & Appointment Letters on the Client's Official Letterhead and Signed by the Duly Authorized Client's Representative.		
	Proof of Quality Management System (ISO 9001: 2015 Certification or internal quality control system documentation)		
	Proof of payments for each license with traceable details including email address and telephone contact details for the license issuing company		
	Proof of Professional Indemnity		
	Preliminary Implementation Programme		
	Technical Approach and Methodology		
	UMkhanyakude District Municipality Reference Check Form (Applicable companies had previously worked with the council).		
	MBD 1 – fully completed and signed		
	MBD 4 – fully completed and signed		
	MBD 6.1 – fully completed and signed		
	MBD 8 – fully completed and signed		
	MBD 9 – fully completed and signed		
	Company registration documents and certified director's identity documents.		
	Authority for signatory		
	Proof of good standing with municipal accounts (attach Statement of municipal rates and taxes not be older than three months from the closing date of this tender). Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached and/or proof of residence, if the company operates in rural areas.		
	Valid SARS tax pin certificate.		
	Central Supplier Database (CSD) full report, not older than 3 months		
	Company Profile		

SECTION 1.5: SCHEDULES TO BE COMPLETED BY THE BIDDER

1.5.1 Local office

The address of the local office must be indicated on the Schedule below. This will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this Tender submission.

The Municipality reserves the right to inspect the offices of bidders, and the office should have been established before the tender closes. Offices should remain in operation for the duration of the tender period otherwise the contract will be terminated with immediate effect.

Physically Address of office	
Postal Address of office	
Telephone number	
Fax number	
E-mail	
Contact Person	

1.5.2 Professional Indemnity Insurance

The employer shall not award a contract to any Bidder that does not hold valid professional indemnity (PI) insurance providing cover in an amount of not less than twice the professional fee amount Tendered by the Bidder, this will be valid in respect of each claim during the period of insurance. Proof of insurance must be submitted with the Tender. The Municipality will not be held liable for any claims whatsoever, arising directly or indirectly due to errors made by the appointed Engineer in his overall design, Bill of Quantity, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements/approvals not obtained or complied.

1.5.3 Organization and support personnel resources

The Bidder shall insert in the spaces provided below details of the key personnel required to be in the employment of the Bidder for the Bidder to be eligible to submit a Tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

With reference to all Categories: Description of General Quality Criteria: a) Staff & Personnel

1.5.3.1 Water and Sanitation Infrastructure Projects

Name	Job Title	Qualifications	Professional Registration No.	No. Of Years Specified Experience
Project Leader				
Mechanical Engineer/Technologist				
Electrical Engineer/Technologist				
Chemical Engineer/Technologist/ Process Engineer/ Analytic Chemistry/				
Civil Engineer/Technologist				
Geographic Information Services (Gis)				
Civil Draughtsman				

b) Buildings and Structural Infrastructure Projects

Name	Job Title	Qualifications	Professional Registration No.	No. Of Years Specified Experience
Project Leader				
Architects				
Quantity Surveyor				
Mechanical Engineer/Technologist				
Electrical Engineer/Technologist				
Construction Health And Safety Agent/Manager				
Civil Engineer/ Technologist (Transportation)				

1) VIP Sanitation

Name	Job Title	Qualifications	Professional Registration No.	No. Of Years Specified Experience
Project Leader				
Site Supervisor				
Quality Assessor				

2) **WATER SERVICES DEVELOPMENT PLAN AND WATER AND SANITATION MASTER PLAN:**

Name	Job Title	Qualifications	Professional Registration No.	No. Of Years Specified Experience
Project Leader				
Supervisor				
Site Assessor				

1.6 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 value of the Indirect cost exclusive of the following:

- VAT, special consultants that will be excluded on the CPG scope of works

During contract implementation, adjustments relating to indirect cost 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 whom are primarily and geographically based within the Cogta Cluster 4 group of District Municipalities (UMkhanyakude, Zululand and King Cetshwayo).

- 30% includes any special consultant's/service providers
- 30% excludes VAT, special consultants that will be excluded on the CPG scope of works.
- 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.

Within 2 weeks of the project allocation the tenderer will be required to submit a cash flow projection for the main consultant 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:-

- 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%** of the total contract value excludes VAT, special consultants that will be excluded on the CPG scope of works.

- 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.
- 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 **30%**) according to the requirements mentioned above, will be deemed **ineligible**.



UMKHANYAKUDE DISTRICT MUNICIPALITY

PROJECT REFERENCE FORM – ENGINEERING PROFESSIONAL SERVICE PROVIDERS

TO BE SUBMITTED BY THE CONTRACTOR TO THEIR PREVIOUS EMPLOYER FOR COMPLETION, AND RETURNED HEREWITH

1. PROJECT INFORMATION

NAME OF PROJECT:		CONTRACT NO:	
PROJECT DESCRIPTION:			
NAME OF THE ENGINEERING PROFESSIONAL SERVICE PROVIDER (CONSULTANT):			
PROJECT START DATE:		PROJECT COMPLETION DATE:	
IF THE PROJECT IS NOT COMPLETED, PROVIDE REASONS AND/OR ATTACH SUPPORTING INFORMATION OR REPORTS:			

2. PERFORMANCE EVALUATION

Rating Scale:

- Poor: 0% - 25%
- Acceptable: 26% - 50%
- Good: 51% - 75%
- Very Good: 76% - 100%

KEY PERFORMANCE AREA	POOR	ACCEPTABLE	GOOD	VERY GOOD	COMMENTS/REMARKS
Technical Quality and Engineering Judgment: PSP's ability to apply sound engineering judgment, comply with design standards, and deliver technically robust solution					
Quality of Works in line with ECSA project stages Documentation/ Deliverables: Quality, completeness, and accuracy of drawings, reports, specifications, BoQs, contract documentation etc.					

Statutory Approvals and Stakeholder Coordination: Effectiveness in obtaining statutory approvals (e.g. DWS, environmental authorities) and coordinating with stakeholders, communities and other organs of state)					
Budget Understanding and Financial Management: <i>Understanding of the approved budget, cost control, cash flow management and expenditure monitoring throughout the project lifecycle.</i>					
Contract Administration and Engineer's Duties: <i>Ability to fairly, independently, and effectively administer the contract in accordance with GCC/FIDIC, including instructions, variations, extensions of time, certifications, and claims management.</i>					
Reporting, Record Keeping, and Audit Compliance: <i>Quality, accuracy, and timeliness of progress reports, financial reports, meeting minutes, risk registers, and project records in compliance with PMU, grant, and audit requirements.</i>					
Project Team and Resource Management: <i>Ability to maintain a competent and stable core project team and effectively manage all technical, human, and financial resources.</i>					
Innovation, Value Engineering, and Cost Optimisation: <i>Ability to propose innovative, value-engineered, cost-effective, and sustainable solutions without compromising quality, safety, or regulatory compliance.</i>					
Management of Project Changes and Dynamics: <i>Effectiveness in managing project changes, variations, and evolving project dynamics, including Contractor's Payment Guarantees (CPGs) where applicable</i>					
Project Risk Management: <i>Identification, mitigation and management of technical, programme, financial, and implementation risks throughout the project lifecycle.</i>					
Professional Ethics and Independence: <i>Compliance with ECSA and relevant professional body Codes of Conduct and Codes of Practice, including ethical behaviour and independence in decision-making.</i>					

OVERALL PERFORMANCE RATING SCORE	75%
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3. RECOMMENDATION

WOULD YOU RECOMMEND THIS ENGINEERING PROFESSIONAL SERVICE PROVIDER FOR SIMILAR PROJECTS WITHOUT RESERVATION? ☐ YES ☐ NO COMMENTS

4. DECLARATION:

ON BEHALF OF THE EMPLOYER: UMKHANYAKUDE DISTRICT MUNICIPALITY

DEPARTMENT/ BUSINESS UNIT/SECTION (e.g.) *Department of Technical Services (PMU/O&M Section)*

..... NAME OF THE REFEREE	 POSITION (PROJECT MANAGER)	 SIGNATURE	 DATE
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..... NAME OF THE REFEREE	 POSITION (INLINE MANAGER)	 SIGNATURE	 DATE
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SUPPORTED/NOT SUPPORTED BY

..... NAME OF THE REFEREE	 POSITION (O&M MANAGER)	 SIGNATURE	 DATE
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CERTIFIED / NOT CERTIFIED BY

HEAD OF DEPARTMENT: GENERAL MANAGER TECHNICAL SERVICES

.....
NAME **SIGNATURE** **DATE**

To be completed by service providers who previously and currently having projects with Umkhanyakude District Municipality

COMPANY STAMP

SECTION 2.1: SPECIFICATIONS

Descriptions of Works

Professional Engineering services for the execution of several projects over their life cycle. Appointments will be reviewed annually to take into consideration performance.

2.1.1 Employer Objectives

Proposals for the provision of Tendering services are requested for planning, preliminary design report (PDR), detailed design, drafting, construction specification, Tender documentation and Tender evaluation, construction supervision, monitoring, programme management and successful completion of the projects in their life cycle.

2.1.2 Overview of the Works

In order to ensure service delivery and ensure that the projects are finished before the end of the relevant financial years, the Technical / Planning Division has decided to call for proposals to complete the projects mentioned.

2.1.3 Extent of the Works

The work to be carried out by the Bidder (Consultant) under this contract comprises mainly the following:

- (a) The inception, preliminary and detailed design for the projects mentioned above.
- (b) Compiling of subsequent Tender Documentation including specification according to uMkhanyakude District Municipality's guidelines or requirements
- (c) The liaison with uMkhanyakude District Municipality for the Tender advertising of the respective projects
- (d) The Tender evaluation of the Tenders received from Consultants and Contractors
- (e) Manage the appointment of an Environmental consultant on the project, should it be required
- (f) Manage the appointment of an OH&S consultant for the construction projects.
- (g) Manage the appointment of land valuers, surveyors, conveyancers for servitudes (related to land) negotiation and registrations.
- (h) Manage the appointment of Social Facilitation consultant for the construction projects
- (i) Provide construction supervision and monitoring of the respective projects
- (j) The successful completion and finalizing of projects.
- (k) Submission of Completion reports, and AS-BUILT DRAWINGS all signed off.

2.1.4 Location of the Works

All works are located within the uMkhanyakude District Municipal boundary.

2.2 ENGINEERING

2.2.1 Cost Estimate and Project Phasing

The cost estimates for the projects were done at a low level, but must be adhered to, in at least the first year. The second and third-year prices may be revised in the next municipal budgets. Even though Bidder may not claim any costs incurred now for work planned in future years, the appointment will remain with the successful Bidder, and it will be advisable for him to ensure next budget prices are in line with the work required.

2.2.2 Scope and Specification of Professional Services

The required Professional Services as referenced are provided below:

Normal Services

2.2.2.1 Report stage

2.2.2.2 Preliminary Design Stage

The Principal Consultant submits a preliminary design report for approval before the final design is commenced with.

The provision of all services described in Board Notice 783 of 16 May 2025: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in the Government Gazette, as amended or amplified upon in the project brief below

2.2.2.3 Design, Tender Working Drawings and Construction Stages

The provision of all services described in Board Notice 783 of 16 May 2025: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in the latest Government Gazette, as amended or amplified upon in the project brief below.

2.2.2.4 Targeted Procurement

Should the employer during any stage of the project require the Tenderer to perform work or services pertaining to targeted procurement, such work and or services could entail, but are not limited to, any or all the following:

- (a) Incorporation of any targeted participation goals,
- (b) Measuring key participation indicators,
- (c) The selection, appointment and administration of participation and
- (d) Auditing compliance to the above by any Consultants and/or professional consultant.

Additional Services

The following services are additional to the normal services provided by the Bidder, unless specifically agreed otherwise between the Bidder and the employer. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

2.2.2.5 Additional Services pertaining to all Stages of the Project

- (a) Enquiries not directly concerned with the works and its subsequent utilization.
- (b) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (c) Identification and possible relocation of all buried and existing infrastructure services
- (d) Planning for wayleaves, servitudes or expropriations.
- (e) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (f) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required because of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the Bidder's control.
- (g) Surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
- (h) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- (i) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (j) Detailed inspection, reviewing and checking of designs and drawings not prepared by the Bidder and submitted by any Consultant or potential Consultant as alternative to those embodied in Tender or similar documents prepared by the Bidder.
- (k) Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.

- (l) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (m) Abnormal additional services by or costs to the Bidder due to the failure of a consultant or others to perform their required duties adequately and timely.
- (n) Executing or arranging for periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimize or maintain proper functioning of any process or system.
- (o) Investigating or reporting on tariffs or charges levy able by or to the employer.
- (p) Advance ordering or reservation of materials and obtaining licenses and permits.
- (q) Preparing detailed operating, operation and maintenance manuals.
- (r) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the Bidder to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the Bidder and the employer prior to the execution thereof.
- (s) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and Consultants appointed for the works on which the Bidder provides services.
- (t) Chairing and keeping minutes of all project related meetings.
- (u) Any other additional services, of whatever nature, specifically agreed to in writing between the Bidder and the employer.

2.2.2.6 Construction Monitoring

- (a) If the construction monitoring, as set out in clause C3.3.2 of Board Notice 86 of 2017, is deemed to be insufficient by the employer and/or Bidder, the Bidder may, with prior written approval having been obtained from the employer, appoint or make available additional staff for such construction monitoring as are necessary to undertake additional construction monitoring on site to the extent specifically defined and agreed with the employer. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause C3.3.2 of Board Notice 86 of 2017
- (b) Alternatively, the employer may appoint or make available staff, as intended in Section 2.2.2.6 (a) subject to approval by the Bidder.
- (c) Staff, as intended in clauses Section 2.2.2.6 (a) and Section 2.2.2.6 (b) shall report to and take instructions from the Bidder or an authorized representative of the

Bidder only and shall be deemed to be the employee of the Bidder.

- (d) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the employer prior to the implementation thereof.
- (e) If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the Bidder shall provide additional services, including additional site visits, as required and agreed to in writing with the employer prior to commencement thereof.
- (f) With reference to Occupational Health and Safety Act, 1993 (Act No.85 of 1993) The Bidder agrees to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the employer.

The additional services will include the following:

- (1) The Bidder must arrange, formally and in writing, for the Consultant to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- (2) The Bidder must execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- (g) The duties of the Bidder for the following four defined levels of construction monitoring, respectively, as indicated per project, according to SAICE specifications

2.2.2.7 Quality Assurance System

A quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the Bidder and to be specifically defined and separately agreed in writing prior to commencement thereof.

2.2.2.8 Other Additional Services

The following are also part of the scope of services in addition to the above engineering Services but will be paid for separately.

- Geotechnical investigations if necessary

- Topographical and land surveys
- Compliance with environmental legislation
- Appoint and manage Environmental Specialist to obtain an Environmental Impact and Water Use License.
- Environmental Impact Assessment (EIA) report
- Compliance with health and safety legislation
- Appoint and management Healthy and Safety agents
- Appoint and manage ISD's
- Appoint and manage land valuers, surveyors, conveyancers for servitudes (related to land) negotiation and registrations.
- Geohydrologists

2.2.3 Use of Reasonable Skill and Care

The Bidder is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

The safety of persons and property is of paramount importance, closely followed by the minimization of disruption and inconvenience to the public.

2.2.4 Brief

2.2.4.1 Terms of Reference

The purpose of the contract is to execute professional functions as per ECSA standards.

2.2.4.2 Specific Requirements

2.2.4.2.1 Report stage

The Bidder shall prepare and submit a detailed report presenting the details of the project, all aspects taken into consideration and the design philosophy.

2.2.4.2.2 Preliminary Design, Design and Tender Stage

The Bidder shall undertake the preliminary design and prepare a report to the Council for approval prior to any final designs being prepared.

The Bidder shall be responsible for all service enquiries; wayleave applications and obtaining the necessary authority or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out in time.

The construction contract document shall be prepared in the Construction Industry

Development Board's (CIDB) format. The Standard Professional Contract

Published by the Construction Industry Development Board shall be the Standard Professional Contract (3rd Edition of document 1015 of July 2009) Published by the Construction Industry Development Board for Construction of Works, 3rd Edition 2015, published by the South African Institution of Civil Engineering. The Bidder shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and a draft Tender/contract document shall be submitted to the Employer for comment and approval prior to going out to Tender. All drafts must be thoroughly checked by the Bidder's project leader prior to submission. The Tender/contract document shall be submitted to the Employer for checking at least two weeks prior to Tenders being advertised. The Bidder shall supply the Employer with an electronic copy (on flash drive) of the Tender/contract document once approved.

On approval of the detail design drawings, two sets of paper prints must be submitted to the employer for signature. One set will be kept by the Employer and the other returned to the Bidder. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Bidder shall be responsible for providing the Employer with the required number of (hard) copies of plans and Tender documents for Tender purposes.

2.2.4.2.3 Working Drawings

The Bidder shall prepare any further plans, designs and drawings (over and above the Tender drawings), which may be necessary for the execution of the works.

2.2.4.2.4 Construction Stage (As-Built Documentation Requirements)

The Bidder shall submit all as-built drawings and associated data to the Employer in a format specified by the Employer.

The completion of all consulting services (including the final inspection at the end of the construction defects liability period, the preparation of the Final Approval Certificate and Final Payment Certificate) shall be deemed included in the close out information.

2.2.4.2.5 Targeted Procurement

The Bidder shall provide all services related to targeted procurement in respect of

the construction contract, the cost of which shall be allowed for in the percentage fee Tendered.

2.2.4.2.6 Additional Services

Construction monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the input of an experienced individual (the Engineer's representative) on site, although not always full-time. For this reason, it is specified which level service (as per the Guidelines Scope of Services document referred to above) must be provided by the Bidder. It is the responsibility of the Bidder to satisfy himself that the time allowed for is sufficient to protect the Employer's interests, and if the Bidder considers it necessary for the Engineer's Representative to devote more time to this project, then he shall arrange with the employer at the planning stage of the project.

Given that it is common practice in the industry to buy in the services of suitable construction monitoring staff once a project reaches the construction state, the Bidder has not been required to commit himself to any particular individual at Tender state (this contract). It must however be noted that the Employer requires the services of a qualified and competent individual, registered as a professional engineer or technologist, with at least five years' experience in construction monitoring. The employer reserves the right to reject any proposed construction monitoring staff that does not meet these minimum requirements, and to demand an individual with the necessary experience at the rate Tendered.

Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Bidder, in submitting a Tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the Client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the Tender. The Bidder shall, as such, execute all of the duties of the Client as contemplated in the Construction Regulations. Costs towards the appointment of such consultants must be cleared out with the employer before any appointment is made.

The Bidder's attention is also drawn to the responsibilities of the designer of the structures in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Bidder shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and Construction Regulations, 2014, ensure that any sub consultants/Consultants employed by the Bidder also comply with the requirements of the Act and Regulations. The Bidder shall enter into an agreement with the employer in this regard before the commencement of any work related to this contract

2.2.4.3 Reporting Requirements

A detailed program must be submitted to the Employer before any commitments are made by either the employer or the Bidder.

The Bidder shall prepare and submit a Tender evaluation report to the Employer within two weeks of Tenders for the construction works having been received.

Once construction is underway, the Bidder shall submit monthly cost reports to the employer showing expenditure in respect of both the Bidder's appointment and the construction contract together with the anticipated spend to the end of the financial year in question.

2.2.5 Approvals

The Bidder shall be responsible for obtaining the following approvals:

- Environmental Impact Process (ROD), WULA costs for environmental consultants will be for the employer,
- Approval of the implementation programme from the employer,
- Approval of the detailed design, drawings and contract document from the Employer,
- Way leave approval from all service authorities,
- Approval of the Engineer's Representative from the Employer.
- Notwithstanding any approval received from the Employer, the Bidder shall remain responsible for all work carried out by the Bidder in terms of this contract.

2.2.6 Key Personnel

The Bidder must maintain the involvement of the key personnel allocated to this Tender and per project, as the needs of this contract require. If for any reason these personnel are removed from the specific project, site or office the consulting firm shall replace this specific person with an equal or better qualified and CV's of the person with equal or

better experience and capability. Points are given during this Tender Pre- Qualification stage for the key personnel indicated, thus these personnel must be involved and be used in design and/or Project Management

PROCUREMENT

2.3.1 Appointment and Remuneration

A single appointment will be made per project in terms of this contract and the Tender as stated in the schedule of activities

The Consultant will be remunerated in terms of the fee structure contained in the ECSA Guidelines (as defined previously in this document) and the Tender offered in the schedule of activities. Interim progress payments will be made upon delivery of invoices and the appropriate supporting documentation regarding work completed.

Regular project monitoring and progress feedback meetings with the employer will be required. The intervals and venue will be determined by the employer. The basic professional fees must make allowance for this.

2.3.2 Time Frame

The project time frame for the project will be finalized upon appointment of the consultant.

2.3.3 Contract Works Claims Reporting

Procedures Reporting of Incidents

In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Consultant/Sub-Consultants and they will adhere to the following procedures:

- a) In addition to any statutory obligations and/or requirements contained in the Standard Professional Contract (3rd Edition of document 1015 of July 2009) Published by the Construction Industry Development Board, the Consultant shall notify the Employer and the Employers Representative of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.
- b) The following documentation must be included with the claim documentation:
Photos of damage caused or suffered as proof or substantiation of the claims, as well as a detailed report from the Bidder.

Bidder to Insure

The Bidder shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least twice the fees provided through this Tender per

claim and the number of claims unlimited. The Bidder must provide proof of such insurance to the Employers Representative within 14 (fourteen) days after the notification of acceptance of the Tender. Should the renewal of an existing policy fall within the period prior to the Defects Certificate being issued, a letter of confirmation from the insurance company that such a policy will be renewed and that all premiums have been paid must be attached and the copy of the renewed policy be submitted within 2 (two) months of renewal to the Employers.

2.3.4 Vendor Registration

Prospective Bidders are required to register as suppliers on the Umkhanyakude District Municipality's vendors register before any payment can be made. The Bidder is required to record the vendor number in space provided on the cover page of this Tender document.

2.3.5 Site Information

No specific site information will be given in this section; as specific projects will be allocated to successful bidders.

2.3.6 General Non-Compliance with the Code of Conduct and any Claims due to Engineer's error

The Municipality will not be held liable for any claims whatsoever, arising due to errors made by the appointed Engineer in their execution of their duties, their overall Design, their Bill of Quantities, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements and/or approvals not complied to.

The Consulting Engineer manages the Contract as agent of the Municipality, as such represents the Municipality and thus remains the Project Principal/Director/Manager throughout, with due responsibility and professionalism. Typical example of such claims include: Contractor standing time Claims due to non-compliance of Environmental Legislation; Extension of Time claims due to errors in the Bill of Quantities and/or Design; Extension of Time due to poor Construction Monitoring etc.

The Engineer must take responsibility for his/her design, must manage the Consultant, monitor construction work and performance, ensure adequate design supervision, be proactive & act pre-emptively when errors do arise. Consultants, and any appointed representative (ER), must always comply with the ECSA Rules of Conduct as set out in Government Gazette No. 40691, 17 March 2017, BOARD NOTICE 41 OF 2017: Rules of

Conduct for Registered Persons: Engineering Profession Act, 2000: (Act No. 46 of 2000). Severe non-compliance hereof may result in removal of the Bidder from the panel or reduced appointment and allocated workload.

During Construction a Penalty Fee of R5000 will be deducted from the Fee Certificate for any lack of general Site Safety towards the public, pedestrians, residents, workers and traffic accommodation. This Penalty Fee of R5000 is per specific incident, per site, per day, per area, per project and may only be issued by the applicable Head of Department and/or Director. Particular attention will be given to adequate construction and warning signage visible; general OHS adherence during works, general Public & Traffic accommodation during works and sufficient site demarcation / barricading.

Rules of Conduct as set out in Government Gazette No. 40691.

17 March 2017. BOARD NOTICE 41 OF 2017: Rules of Conduct for Registered Persons: Engineering Profession Act, 2000: (Act No. 46 of 2000): **May be found on the internet**

DECLARATION OF INTEREST

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

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

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

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth Ownership (Minimum 5%)	4.00	
Location of the Business within Umkhanyakude District	4.00	
Women Ownership (Minimum 25%)	6.00	
Black Ownership (Minimum 51%)	6.00	
TOTAL	20.00	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

SECTION 4.1: MUNICIPAL RATES AND SERVICES

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

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.2: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr. / Mrs. acting

in his/her capacity asof the business

trading as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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. disregards the bid of any bidder if that bidder, 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 bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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 Bidder)

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

- b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 6.1: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - SARS PIN
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) Standard Professional Contract (3rd Edition of document 1014 of July 2009) Published by the Construction Industry Development Board; and
 - (iii) Other (specify)
2. I confirm that I am duly authorized to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESS

1.

2.

DATE:

SECTION 7.1: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

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

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - SARS Unique Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Specific Goals
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) Standard Professional Contract (3rd Edition of document 1015 of July 2009) Published by the Construction Industry Development Board; and
 - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
4. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
3.	
DATE:	

SECTION 7.2: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as
..... accept your bid under reference
number TS/262/2026 dated.....for the supply of goods/works
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the
terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice
accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED atON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1

2

DATE.....

OFFICIAL STAMP

--

GENERAL CONDITIONS OF CONTRACT 2010

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and

handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare Parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation Orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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