

CAPRICORN DISTRICT MUNICIPALITY



CONSULTANTS TERMS OF REFERENCE

WATER AND SANITATION PROJECTS

TENDER NUMBER: INF-W13/2024/2025

TENDER DESCRIPTION:	APPOINTMENT OF 14 PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF 36 MONTHS IN CAPRICORN DISTRICT MUNICIPALITY
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NAME OF BIDDER:

CSD NUMBER:

CONTACT NUMBER

EMAIL ADDRESS:

RECEIPT NUMBER

TOTAL BID AMOUNT: _____

Document Prepared by:

Capricorn District Municipality
41 Biccard Street
Polokwane
0699

CLOSING DATE: **23 AUGUST 2024 @ 11H00**

PART: A: INVITATION TO BID:

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (CAPRICORN DISTRICT MUNICIPALITY)					
BID NUMBER:	INF-W13/2024/2025	CLOSING DATE:	26 AUGUST 2024	CLOSING TIME:	11:00hrs
BID DESCRIPTION	APPOINTMENT OF 14 PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF 36 MONTHS IN CAPRICORN DISTRICT MUNICIPALITY				
TOTAL BID PRICE	QUALITY BASED SELECTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF CAPRICORN DISTRICT MUNICIPALITY.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (Capricorn District Municipality, 41 Biccard Street, POLOKWANE, 0699) not later than **11:00hrs** on **26 AUGUST 2024**.

An official and compulsory briefing session will not be applicable for this project. An official and compulsory briefing session will be held on Thursday, 31 July 2024 at 11:00hrs . Bidders should meet at Capricorn District Municipality, 41 Biccard Street, POLOKWANE, 0699 in the Council Chambers .				
The Bid box is generally open 24 hours, 7 days a week.				
Completed Bid document, fully priced and signed must be sealed in an envelope marked "Bid number and Bid description"				
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.				
Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.				
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:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			
SIGNATURE OF BIDDER		DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED			
TECHNICAL INFORMATION MAY BE DIRECTED TO:		BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	
MUNICIPALITY	CAPRICORN DISTRICT	MUNICIPALITY	CAPRICORN DISTRICT
CONTACT PERSON	Mr. KLAAS MADISHA	CONTACT PERSON	Ms. TRIPHINA KEKANA/Ms. MASEMOLA V
TELEPHONE NUMBER	015 294 1196	TELEPHONE NUMBER	015 294 1212/1210
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	madishak@cdm.org.za	E-MAIL ADDRESS	kekanat@cdm.org.za/ Masemolav@cdm.org.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO CAPRICORN DISTRICT MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | |
|--|------------------------------|-----------------------------|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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**BID NUMBER: BID NUMBER: INF-W13/2024/2025; APPOINTMENT OF 14 PANEL OF
CONSULTANTS FOR PROFESSIONAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF
36 MONTHS IN CAPRICORN DISTRICT MUNICIPALITY**

INFRASTRUCTURE SERVICES

WATER AND SANITATION PROJECTS

Bids are hereby invited for Application for Admission to Capricorn District Municipality Consultants' Panel for Professional Services for the period of 36 months as per the Terms of Reference included in this document.

All Tenders will be evaluated in accordance with the Supply Chain Policy of the Capricorn District Municipality, MFMA and other related legislations. All submitted proposals shall remain valid for 90 days. Furthermore, **Quality-Based Selection (QBS) as prescribed and described by Treasury and the CIDB will be the method of selection for this particular Tender.**

The Municipality shall appoint 14 prospective service providers to be on the Municipality's consultant panel based on their field of expertise, qualifications, capacity and work experience. *The appointed service providers in a panel will be ranked based on the highest scoring on preference points system and used on a rotational basis in terms of the ranking and per order. All service providers in the panel will participate fully in the rotation panel.*

Only bidders who are registered with the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of the Professional body.

The Council also reserves the right to negotiate further conditions and requirements with the successful bidders.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations).

Mr. RAMAKUNTWANE SELEPE
Municipal Manager
CAPRICORN DISTRICT MUNICIPALITY
41 Biccard Street
POLOKWANE
0699

P.O. Box 4100
POLOKWANE
0700

Bid Reference Number: BID NUMBER: INF-W13/2024/2025

CAPRICORN DISTRICT MUNICIPALITY

TERMS OF REFERENCE (TOR)

1. Background

Capricorn District Municipality intends to Appoint a Panel of 14 Consultants for Professional Engineering Related Services for the Period of 36 months in Capricorn District Municipality. The appointment will be done in terms of the Engineering Council of South Africa (ECSA) Guideline Scope of Services for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) and Government Gazette. The appointed engineers will be required to coordinate the compilation of an Exceptional Scoping Report and EIA in compliance with the National Environmental Management Authority Act, 1998 (Act 107 of 1998) if required and the submission of the application to the Provincial Department of Economic Development, Environment and Tourism.

2. Project Objectives.

The objective of the project is to perform planning, design, project management and contract administration functions on identified projects. These terms of reference set down the minimum scope of work for which the service providers are responsible. The specific terms of reference when appointed are as follows:

- 2.1. Assessment of the existing project services infrastructure;
- 2.2. Project scoping informed by community needs;
- 2.3. Communications and consultation with project community and key stakeholders;
- 2.4. Preparation of Technical Report for approval by Capricorn District Municipality (CDM), Department of Water and Sanitation (DWS) and Department of Co-operative Governance, Human Settlements and Traditional Affairs (CoGHSTA);
- 2.5. Preliminary design of water and sanitation services;
- 2.6. Final design of water and sanitation services;
- 2.7. Drilling of boreholes in line with recommendations of ground water study;
- 2.8. Compilation of tender documents together with all the specific contractual requirements in terms of SABS 1200, COLTO etc. standards;
- 2.9. Incorporation of Occupational Health and Safety in the tender documents and ensuring that contractors follow those guidelines;
- 2.10. Construction cost estimates;
- 2.11. Site administration and construction supervision including convening progress site meetings;
- 2.12. Ensuring that projects are implemented using labour Intensive Methods in terms of the funder requirements;

- 2.13. Programme and or project management functions and relevant reporting;
- 2.14. Quality assurance during the design, implementation and construction phases;
- 2.15. Registering projects on the MIG MIS system;
- 2.16. Compiling as built drawings and Operation and Maintenance Manuals;
- 2.17. **Ensuring that projects are EPWP compliant and registering projects on the EPWP MIS system. The following must be included in the scope of works in the contract of employment with a Professional services Consultant: Labour-intensive works;**
 - 2.17.1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications;
 - 2.17.2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications. The Consultant must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of 1 and 2;
 - 2.17.3. The Consultant must design and implement the construction/maintenance works in accordance with the latest version (download at www.epwp.gov.za) of Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (these Guidelines) published by the National Department of Public Works. The Consultant must sign the undertaking confirming they have complied with EPWP requirements at design and implementation stages;
 - 2.17.4. The Consultant shall, for monitoring purposes, keep monthly records and transmit to the Client data on the following indicators with regard to the EPWP projects implemented:
 - a) Project budget and planned output according to EPWP requirements;
 - b) Actual Project Expenditure and actual output according to EPWP requirements;
 - c) Planned and achieved labour intensity;
 - d) Number of work opportunities created;
 - e) Demographics of workers employed (disaggregated by women, youth and persons with disabilities);
 - f) Wage rate earned on project;
 - g) Number of person-days of employment created;
 - h) Copies of Identity documents of workers;

- i) Number of persons who have attended training including the nature and duration of training provided;
 - j) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework; and
 - k) Services provided or delivered in accordance with indicators in the EPWP M & E Framework.
- 2.17.5. The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from www.epwp.gov.za;
- 2.17.6. The Consultant shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the employer. If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment of the relevant outputs;
- 2.17.7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
 - a) Whenever a payment certificate is presented to the Employer for payment; and
 - b) Immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although:
 - (i) some minor work may be outstanding;
 - (ii) Preparation of project completion report; and
 - (iii) Preparation of project as-built plans.
- 2.18. Preparation of the Business Plans, Technical Reports and IRS to be approved by Department of Water and Sanitation (DWS) in case of WSIG and RBIG Programme including approvals from Department of Co-operative Governance, Human Settlements and Traditional Affairs (CoGHSTA) for MIG related projects;
- 2.19. Preparation of the project scope of works and costing for WSIG, MIG and RBIG Projects;
- 2.20. Produce Bills of Quantities to be used for WSIG, MIG and RBIG Projects;
- 2.21. Supervise the implementation of the WSIG, MIG and RBIG Projects in-line with the approved Business Plans for WSIG, Technical Reports for MIG and IRS for RBIG related projects;
- 2.22. Ensuring that WSIG, MIG, RBIG Projects are EPWP Complaint; thus, to monitor and enforce EPWP requirements on WSIG, MIG and RBIG Projects and keeping all records as per the requirements of CDM, DWS and CoGHSTA;

- 2.23. Production and presentation of the monthly progress reports and cash-flows as per the requirements of CDM, DWS and CoGHSTA;
- 2.24. The consultants shall approve any submission from the service providers regarding scoping, designs and costing of any WSIG, MIG and RBIG Programme; and
- 2.25. Compiling close-out reports, as built drawings and Operation and Maintenance Manuals for WSIG, MIG and RBIG Projects.

3. Reporting and Performance Tracking

- 3.1. Reports must be submitted to the municipality on a monthly basis or as and when requested to do so as the need may arise;
- 3.2. Compilation of Business Plans (BPs), Technical Reports (TRs) and Implementation Readiness Study (IRS) must be aligned to Department of Water and Sanitation guidelines (Development of Water and Sanitation projects guidelines); and
- 3.3. Reports must be submitted on the prescribed format to be provided by the municipality.

4. Required Bidder Profile

The interested parties should also be intimately familiar with the policy and strategy publications of the Government of the Republic of South Africa, the Limpopo Provincial Government, and with the initiatives taking place in various government fronts at national, provincial and local spheres. Prospective service providers must show a proven knowledge of services provision and project management principles and methodologies.

5. COMPLIANCE WITH THE PROGRAMME MANAGEMENT SYSTEM

The service provider is required to adhere to the guideline procedures set down in the manual of consultants with respect to the programme. If during the course of this appointment, the manual of consultants is revised the service provider is required to give immediate effect to all revisions made to the manual of consultants in the execution of work.

6. Stakeholder Consultation

It is imperative that the proposal should provide for the full integration of stakeholders to ensure buy-in to the proposal process and commitment to the proposals. The Professional Service Provider (PSP) must proactively identify key stakeholders and show how they will engage with them in accordance with an appropriate communications and consultation plan.

7. Proposal Evaluation Criteria

a) Technical Requirements

In addition of the basic requirements as spelt out in the tender advert, the points for technical requirements and value of proposal (functionality) will include, but not limited to the following:

- (i) Experience of the company in terms of development of MIG technical report in-line with Department of Water and Sanitation guidelines expertise of the submitting firm;

- (ii) Experience of the company in Water and Sanitation Projects;
- (iii) Qualified Technical Staff;
- (iv) Staff Qualifications;
- (v) Professional Registration of Staff;
- (vi) Experience of the company in terms of planning of Refurbishment (WSOS) or Water Service Infrastructure Grant (WSIG), or Municipal infrastructure Grant (MIG), or Regional Bulk Infrastructure Grant (RBIG) projects;
- (vii) Quality Assurance (ISO Certification)/Quality Management System; and

b) Specific goals

8. Briefing Session

An official and compulsory briefing session will not be applicable for this project. An official and compulsory briefing session will be held on **31 July 2024 at 11:00hrs**. Bidders should meet at Capricorn District Municipality, 41 Biccard Street, POLOKWANE, 0699 in the **Council Chambers**.

9. Bid Enquiries

Enquiries in connection with this Request for Proposal should be directed to **Mr. Triphina Kekana** by phone: **(015) 294 1124** or email: kekanat@cdm.org.za during office hours.

Technical inquiries can be directed to the Manager Water Planning and Design **Mr. Klaas Madisha** on **(015) 294 1196** or email: madishak@cdm.org.za during office hours.

10. Contract Duration

The professional service providers will be appointed for three (3) financial years.

11. Contract Signing

Capricorn District Municipality shall enter into a legally binding contract with the successful bidders.

12. Proposal

Tender submission closes at **11:00hrs** on **26 August 2024**. Tender box is situated at **41 Biccard Street, POLOKWANE, 0699**. (Note: ALL Proposals/ tenders are to be hand-delivered). Short-listed bidders may be requested to make presentations at CDM offices situated in POLOKWANE, at a suitable date to be announced. If this is not deemed necessary, contract negotiations will proceed with the recommended service providers.

13. Key Proposal Deliverables

The proposals should address but not limited to the below mentioned deliverables in detail. There is no prescribed format for writing project proposal, however the proposals should include the following:

1. Introduction;
2. Background;
3. Approach;
4. Best Practise Lessons;
5. Proposed project execution plan
6. Company structure
7. List of previous projects complete with telephone, cell phone and physical address details of the contactable referees;
8. Resources (human , engineering software & instruments);
9. Proposed project communication plan;
10. Company Profile including a clear outlined equity structure;
11. Resumes of **ONLY** people to be assigned to the project/s;
12. Compliance documents (ECSA Registration and Professional Indemnity). Non submission of any of the documents in brackets will lead to automatic disqualification. In case of a Joint Venture, both JV member firms shall conform to SARS Certificates, Professional Registration and Professional Indemnity; and
13. Joint Venture agreements wherever applicable.

14. Validity Period

The validity of the proposal shall be **90 days** from closing date of receipt of proposals. The client (CDM) has the right to extend the tender validity period and such shall be requested and accepted in writing if need be.

15. Material, labour or facilities

No material, labour or facilities will be furnished by the client for purposes of compiling the proposal unless otherwise provided for in the terms of reference.

16. Power of Attorney

A letter identifying and assigning power of attorney to the authorized signatory of the firm must be submitted with the proposal. Failure to submit will result in the bid being disqualified

17. Appointment As Service Provider

The client reserves to reject or accept any proposal received.

18. Professional Fees

Professional fees to the appointed service provider will be paid according **ECSA Government Gazette**. Please note also that no fees shall be paid for submission of the proposal. Annual fees will also be subject to revision in line with any amendments issued to the Gazette.

19. Copyright/Patent Rights

Copyright in any hard or soft document produced, and the patent rights or ownership in any plant, machinery, system or process designed, by a consultant in the course of the consultancy service is vested in the Municipality.

20. Form of Tender

Tenderers are requested to furnish the full registered name of the tendering company/supplier on the Form of Tender

21. Format For Presentation of CV's of Consultant Team

(i) Personal Details;

- Nationality;
- Profession;
- Specialization;
- Year of Birth; and
- No. of Years with the Firm.

(ii) Key Relevant Experience;

- No. of Years' Experience in Project Field; and
- No. of Years' Experience in: South Africa
Southern Africa
Developing Countries
Other Countries

(iii) Education and Qualifications;

(iv) Professional Affiliations;

(v) Experience Record (Starting with Present); and

(vi) Publications.

22. Sequence of submitted documents, which must be strictly followed for ease of evaluation.

1. **Volume 1** – Technical Proposal as outlined in the preceding sections.

2. **Volume 2** – Accompanying documents as follows:

Tender document not properly stapled and binded will lead to automatic disqualification

- i. Company Registration certificate;
- ii. Valid SARS Certificate;
- iii. Proof of membership of a Professional Body;
- iv. Professional Indemnity;
- v. ISO Certificates;
- vi. Company structure inclusive of copies of qualifications; and
- vii. List of projects & referees.

NOTE: *Further attachments can be attached and should be clearly marked for ease of referencing.*

CAPRICORN DISTRICT MUNICIPALITY

RESPONSIVENESS AND EVALUATION CRITERIA

23. RESPONSIVENESS CRITERIA

The Capricorn District Municipality will consider no Bid unless it meets the following responsiveness criteria:

- Tax Pin Access Code (If JV, For Both)
- Cipro Document Attached (If JV, For Both)
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Proof of company registration on central supplier database registration (CSD)
- Proof of residence municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached.
- Attended Compulsory Site meeting
- Authority of Signatory (in a company letter head)
- Signing of Form of Offer
- Document filled in using a black pen
- Alterations signed
- All MBD forms in tender document must be completed and signed in full – If not, tender will be rejected.
- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Bid forms must be completed in full and each page of the bid initialled.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant professional body in the specific field.
- Bidders not completing the MBD 4 form in full (Bidders are urged to read and understand the contents of MBD 4 form and special attention to clause 2.3, please ensure that all companies related to the bidder and its directors are disclosed, failure to disclose the information would lead to automatic disqualification)

24. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Capricorn District Municipality Supply Chain Management Policy (on request from Municipality), and other applicable legislations.

- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Capricorn District Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

BID NO: INF-W13/2024/2025

I/We, the undersigned:

- a) Bid to supply and deliver to Capricorn District Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Capricorn District Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of 20..... (Year)

Signature of the Bidder:

Name of Bidder:

Professional Registration No, if any, attach proof):

Address:

.....

.....

Date:

As Witness (*Full Name and Signature*): 1.

2.

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on20

Mr/Ms.:

Has been duly authorized to sign all documents in connection with the bid for

Contract No And
any Contract, which may arise there from on behalf of

.....

Signed on behalf of the company:

In his/her capacity as:

.....

Date:

Signature of signatory:

As Witness (*Full Name and Signature*): 1.

2.

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **"Acceptable bid"** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **"Chairperson"** means the chairperson of the Capricorn District Municipality Bid Adjudication Committee.
3. **"Municipal Manager"** means the Municipal Manager of the Municipality.
4. **Committee"** refers to the Bid Adjudication Committee.
5. **"Council"** refers to Capricorn District Municipality.
6. **"Member"** means a member of the Bid Adjudication Committee.
7. **Service providers"** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMs"**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. **Contract"** refers to legally binding agreement between Capricorn District Municipality and the service provider.
10. **Bid** "means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **Contractor"** means any natural or legal person whose bid has been accepted by the Council.
12. **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids.
13. **"Order"** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **"Written" or "in writing,"** means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to Capricorn District Municipality.

On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Capricorn District Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Capricorn District Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Capricorn District Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract.

I/we declare that I/we have participated /not participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved:

1.

2.

3.

4.

5.

General Conditions of Contract

1 Definition

The following terms shall be interpreted as indicated:

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

duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

2 Application

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

3 General

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

4 Standards

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

5 Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GC 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 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:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all

reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

- 8.3 If there are no inspections 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 Goods 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods; Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (c) 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
- (d) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

16 Payment

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

17 Prices

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

18 Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19 Assignment

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

20 Subcontracts

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

21 Delays in the performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall

evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

22 Penalties

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

23 Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the 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 of service 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 associate 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.

- 23.4 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.5 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24 Antidumping and countervailing duties and rights

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

25 Force Majeure

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

26 Termination for insolvency

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

27 Settlement of Disputes

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

28 Limitation of Liability

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

29 Governing language

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

30 Applicable law

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

31 Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address

furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

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

33 Transfer of contracts

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

34 Amendment of contracts

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

35 Prohibition of restrictive practices

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

GENERAL PROCEDURES

1 General Directives

- 2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable); © Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries.

9 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

10 Handling of bids submitted in response to public invitation

10.1. Closing of bids

All bids will close at **11:00hrs** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

10.2. Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

10.3. Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

10.4. Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.

- The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5. Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

11 Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

- Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

14 Evaluation of bids on functionality and Specific goals

14.1. All bids received will be evaluated on functionality and Specific goals.

15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality and specific goals to qualify.

- Only bid with the highest number of points will be selected.

16 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

17 Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

18 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works or goods requested.

Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or,

Funds are no longer available to cover the total envisaged expenditure. Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: Or,

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids).

19 Sale and Letting of Asset

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

BID NUMBER: INF-W13/2024/2025

SPECIAL CONDITIONS OF CONTRACT

1. Consideration will only be given to consultants with a contact person specializing in the listed categories, and also with **relevant professional registration status**.
2. A contact person for the firm must be a professionally registered person in the employment of the firm or company.
3. Upon allocation of work, the service provider will be required to establish offices within Polokwane/Limpopo within thirty (30) days from the date of notification and availability of the relevant professional person in the office. Failure to comply will result in the withdrawal of the allocated work/service.
4. Audits may be conducted from time to time to verify the information submitted in the application forms. Any inconsistency, if not reported to Capricorn District Municipality, will constitute false declaration and thus lead to termination.
5. Only one bid document with attachments per firm/consultancy can be submitted and not for each and every branch/office.
6. Any changes in key technical personnel (due to resignations, transfers, replacements, etc.) should be reported to Capricorn District Municipality in order to record the changes.
7. The allocation of work/services to be rendered will be on the basis of as and when the need arises.
8. The allocation of work/services to be rendered will be on a rotational basis within the various streams.

PRICING SCHEDULE

<p>Name of Bidder..... Bid Number: INF-W13/2024/2025 Closing Time: 11:00hrs Closing Date: 26 AUGUST 2024</p>

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

The project will be Quality Based Selection

CAPRICORN DISTRICT MUNICIPALITY

EVALUATION PROCESS AND CRITERIA

This bid will be evaluated in two (2) phases.

Phase 1 of the Evaluation Process

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide Central Supplier Database(CSD) **number (attach summary CSD registration report).**
- All Pages of the document initialled and signed where required.
- Completed and signed declaration on past SCM practices form. **(MBD8)**
- Completed and signed declaration of interest **(MBD4)**
- Proof of company registration with professional body
- Proof of Professional indemnity must be submitted.
- Signed J/V agreement submitted (Where applicable).
- Copy of municipal rates and taxes statement of account which is not older than three (3) months for the company and all the directors of the company or valid lease agreement or letter from local authority not older than 3 months.
- Submit audited or reviewed annual financial statement for the past three years.
- Tax Pin Access Code (If JV, For Both)
- Cipro Document Attached (If JV, For Both)
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Attended Compulsory Site meeting
- Authority of Signatory (in a company letter head)
- Signing of Form of Offer
- Document filled in using a black pen
- All MBD forms in tender document must be completed and signed in full – If not, tender will be rejected.
- Bidders not completing the MBD 4 form in full (Bidders are urged to read and understand the contents of MBD 4 form and special attention to clause 2.3, please ensure that all companies related to the bidder and its directors are disclosed, failure to disclose the information would lead to automatic disqualification)

Phase 2 of the Evaluation Process

The following evaluation process and criteria will be used to evaluate all bids submitted:

2. Evaluation On Quality/Functionality Using Specific Goals – Phase Two

- 2.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

Total Points Allocation - Summary

Total Points Allocation Structure	
Category Allocated	Maximum Points
Profile of key staff (Qualification and Professional Registration of own staff)	30
Previous experience of the company in Water and Sanitation Projects (Relevant experience in similar projects for Company)	30
Experience of the company in terms of planning of Water Service Infrastructure Grant (WSIG), Municipal Infrastructure Grant (MIG) and Regional Bulk Infrastructure Grant (RBIG) projects	15
Accreditation/Affiliation for the Company and the Directors	10
Quality Assurance based on ISO Certification as reflected by the attached ISO Certificates	05
Specific Goals	10
Total Score	100

Total Evaluation Score = 100

(a) Profile of key staff: 30 Maximum Score

<i>Bidder Evaluation Criteria for Functionality</i>	<i>Weight</i>	<i>Scores</i>	<i>Points Allocations</i>
Profile of key staff <i>Attach Qualification and Professional Registration of own staff</i> [Pr Eng., Pr Tech Eng. or Pr Techni Eng.] (Annexure C).	30	<p>Project Director BSc / BEng / BTech (Prof Reg.): 8 Points BSc/ BEng / BTech (Candidate): 6 Points BSc / BEng / BTech: 4 Points</p> <p>Project Manager/Resident Engineer BSc / BEng / BTech (Prof Reg.): 8 Points BSc / BEng / BTech (Candidate): 6 Points BSc / BEng / BTech / NDip.: 4 Points</p> <p>Assistant Project Manager BSc / BEng / BTech / NDip. (Prof Reg.): 6 Points BSc / BEng / BTech / NDip. (Candidate): 4 Points BSc / BEng / BTech / NDip.: 2 points</p> <p>EPWP NQF level 7 accreditation: 4 points (Per Person) NQF level 5 accreditation: 2 points (Per Person)</p> <p>OHS Officer <i>Construction Health and Safety (SACPCMP registration) or (ACHSM registration)</i> Professional Construction OHS Agent: 4 points Registered Construction OHS Manager: 2 points</p>	<p>Max. 8</p> <p>Max. 8</p> <p>Max. 6</p> <p>Max. 4</p> <p>Max. 4</p>

(b) **Previous experience of the company in Water and Sanitation Projects: 30 Maximum Score**

<i>Bidder Evaluation Criteria for Functionality</i>	<i>Weight</i>	<i>Scores</i>	<i>Points Allocations</i>
Previous experience of the company in Water and Sanitation Projects Relevant experience in similar projects for Company <i>(Attach signed reference letters from previous clients on the company letterhead)</i>	30	Between R 2.0 – R 10 million Project (2 Points per project) (max 5 projects) (10 points)	Max. 10
		Between R 11.0 – R 30.0 million Project (4 Points per project) (max 5 projects) (20 points)	Max. 20
		Between R 31.0 – R 50.0 million Project (5 Points per project) (max 5 projects) (25 points)	Max. 25
		R 51.0 million and above Project (6 Points per project) (max 5 projects) (30 points)	Max. 30

(c) **Experience of the company in terms of planning of Water Service Infrastructure Grant (WSIG), Municipal Infrastructure Grant (MIG) and Regional Bulk Infrastructure Grant (RBIG) projects: 15 Maximum Score**

<i>Bidder Evaluation Criteria for Functionality</i>	<i>Weight</i>	<i>Scores</i>	<i>Points Allocations</i>
Experience of the company in terms of planning of Water Service Infrastructure Grant (WSIG), Municipal Infrastructure Grant (MIG) and Regional Bulk Infrastructure Grant (RBIG) projects Relevant experience in similar projects for Company <i>(Attach signed reference letters from previous clients on the company letterhead)</i>	15	Water Service Infrastructure Grant (WSIG) Projects (2.5 Points per project) (max 2 projects) (5 points)	Max. 5
		Municipal Infrastructure Grant (MIG) Projects (2.5 Points per project) (max 2 projects) (5 points)	Max. 5
		Regional Bulk Infrastructure Grant (RBIG) Projects (2.5 Points per project) (max 2 projects) (5 points)	Max. 5

(d) **Accreditation/Affiliation: 10 Maximum Score**

<i>Bidder Evaluation Criteria for Functionality</i>	<i>Weight</i>	<i>Scores</i>	<i>Points Allocations</i>
Accreditation/Affiliation for the Company and the Directors Relevant registration regardless of number of years after registration (Attach proof of registration)	10	Company Director Registered with ECSA (Pr Eng., Pr Tech Eng. or Pr Techni Eng.) (05 points)	Max. 5
		Company affiliation to Engineering Council/Body Any related registration (5 points)	Max. 5

(e) **Quality Assurance (ISO Certification): 5 Maximum Score**

<i>Bidder Evaluation Criteria for Functionality</i>	<i>Weight</i>	<i>Scores</i>	<i>Points Allocations</i>
Quality Assurance based on ISO Certification as reflected by the attached ISO Certificates (Attach proof of registration)	5	ISO 9001: 2000 Certification (Proof of registration) (5 points)	Max. 5

(f) **Specific Goals**

<i>Bidder Evaluation Criteria for Specific Goals</i>	<i>Weight</i>	<i>Means of Verification</i>	<i>Points Allocations</i>
Owned by black people	10	Company certificate Identity Document	Max. 3
Owned by women of all races		Company certificate Identity Document	Max. 3
Owned by black people who are youth		Company certificate Identity Document	Max. 2
Owned by black people with disabilities		Medical Report Indicating Disability	Max. 2

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Owned by black people	3	
Owned by women of all races	3	
Owned by black people who are youth	2	
Owned by black people with disabilities	2	
Form not completed or submitted	0	

The bidder must obtain a minimum score of 70 from points. Bidders will be ranked according to the points scored for their placement on the panel of consultants according to the Municipality's allocation.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positioning 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, hareholder²):.....

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

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

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

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

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

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars

.....

.....

- 4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT
THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4.5.1	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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 6 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 Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and 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

DATABASE FORMS

Please read the following instructions very carefully

Incomplete or missing information will lead to disqualification

1. This bid uses only quality-based selection and does not have a financial component. When a firm/company is appointed for a project the financial issues will be addressed.
2. Please submit documents using the format supplied. Any deviations will result in disqualification.
3. All copies must be certified and valid (not older than 3 months).
4. If you are going to make use of e.g. a health and safety agent/manager from another company please submit an affidavit in which the relevant person declares to being part of your submission.

Process to be followed for data-basing and appointment of consultants

- The PSPs will be databased in the order of the scores received that is from 100 to 70.
- PSPs will be appointed on a rotational basis for projects in their core function areas
- The Municipal Manager can still do further evaluation before an appointing a PSP for a specific project

SECTION A: GENERAL INFORMATION

All parts of each section of this form are to be completed in full. Please note that **incomplete or missing information will lead to disqualification**.

Please print in block letters. *Where necessary use additional papers/sheets to furnish all details requested.* Give details as requested below for the **main office** located within LIMPOPO.

Company Name:	
Postal Address:	L1:
	L2:
	L3:
Physical Address:	L1:
	L2:
	L3:
Company registration no.	
Contact Person (relevant professional):	

Qualifications of the relevant Professional:	1:
	2:
	3:
	4:
	5:
	6:
Professional Registration No. of the Professional (provide proof):	
Office Telephone number:	
Office Fax number:	
E-Mail address:	Main:
	Alternative:
Cell-phone no. (of contact person):	Main:
	Alternative:

For any other branches located within Limpopo, please provide postal and physical address together with relevant information as in the format above. FURTHER INFORMATION ABOUT YOUR FIRM

Date on which the firm was established:

.....

Date office established in Limpopo Province:.....

Type of Firm (tick)

Partnership ☐ One Person Firm ☐ Closed Corporation ☐ PTY Limited ☐

CRITICAL CRITERIA

Criteria to be followed in the selection of applications for acceptance on Capricorn District Municipality's data-base:

Valid, certified copies of the following to be attached in the *following order* (please use separator pages between the documents:

	Tick if included
1. COPY OF YOUR COMPANY REGISTRATION DOCUMENT (Ownership of the Firm (please provide copy of original certificate of shareholding with stamp from registrar of companies)	
2. PROOF OF CENTRAL SUPPLY DATABASE REGISTRATION	
3. COPY OF COMPANY MEMBERSHIP OF PROFESSIONAL BODY e.g. SABTACO, SAICE etc.	
4. TAX CLEARANCE CERTIFICATE OR PIN	
5. VAT REGISTRATION NUMBER (attach valid original clearance certificate)	
6. PROOF FROM DEPARTMENT OF LABOUR FOR COMPLIANCE TO EMPLOYMENT EQUITY	
7. SIGNED J/V AGREEMENT SUBMITTED (Where applicable).	
8. COPY OF MUNICIPAL RATES AND TAXES STATEMENT (which is not older than three (03) months) or LEASE AGREEMENT <i>for the Company Directors</i> .	
9. AUDITED FINANCIAL STATEMENTS (AFS) (for a period of three years).	
10. PROOF OF PROFESSIONAL INDEMNITY MUST BE SUBMITTED.	

List of detail that must be attended to by bidder

- All Pages of the document initialled and signed where required.
- Completed and signed declaration on past SCM practices form. **(MBD8)**
- Completed and signed declaration of interest **(MBD4)**

EVALUATION ON QUALITY/FUNCTIONALITY

PROFILE OF KEY STAFF

Maximum number of points to be scored for profile of key staff = 30

Project Director

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Registration number with ECSA	
Registration Category with ECSA	
Date of registration	
EPWP Certification Level and Date of Qualification (<i>If Relevant</i>)	

Please Attach valid certified copies of the following:

- ID document
- CV (max 5 pages)
- Relevant qualification
- Copy of professional registration
- EPWP Certificate if relevant

Project Manager/Resident Engineer

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Registration number with ECSA	
Registration Category with ECSA	
Date of registration	

Criteria	Please complete this section
EPWP Certification Level and Date of Qualification <i>(If Relevant)</i>	

Attach valid certified copies of the following:

- ID document
- CV (max 5 pages)
- Relevant qualification
- Copy of professional registration
- EPWP Certificate if relevant

Assistant Project Manager

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Registration number with ECSA	
Registration Category with ECSA	
Date of registration	
EPWP Certification Level and Date of Qualification <i>(If Relevant)</i>	

Attach valid certified copies of the following:

- ID document
- CV (max 4 pages)
- Relevant qualification
- Copy of professional registration
- EPWP Certificate if relevant

EPWP Personnel *(If submitted separately)*

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Date of registration	

Criteria	Please complete this section
EPWP Certification Level and Date of Qualification <i>(If Relevant)</i>	

Attach valid certified copies of the following:

- ID document
- CV (max 4 pages)
- Relevant qualification
- Copy of professional registration
- EPWP Certificate if relevant

Construction Health and Safety

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Registration number with SACPCMP or ACHSM	
Registration Category with SACPCMP or ACHSM	
Date of registration with SACPCMP or ACHSM	

Attach valid certified copies of the following:

- ID document
- CV (max 5 pages)
- Relevant qualification
- Copy of professional registration

If this function (OHS) is to be outsourced please add an affidavit from relevant person

PREVIOUS EXPERIENCE

Please complete the following. Maximum number of points to be scored in this section = 20

Project 1

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Project 2

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	

Criteria	Complete this section
Email of reference person	

Project 3

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Project 4

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Project 5

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Attach valid certified copies of the following at back of this sheet:

- Valid certified copies Appointment letters
- Copy of completion certificate issued to the contractor for completed projects

EXPERIENCE OF THE COMPANY IN TERMS OF PLANNING OF REFURBISHMENT (WSOS), WATER SERVICE INFRASTRUCTURE GRANT (WSIG), MUNICIPAL INFRASTRUCTURE GRANT (MIG) AND REGIONAL BULK INFRASTRUCTURE GRANT (RBIG) PROJECTS

Please complete the following. Maximum number of points to be scored in this section = 20

Refurbishment (WSOS) Project 1

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Refurbishment (WSOS) Project 2

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	

Criteria	Complete this section
Email of reference person	

Water Service Infrastructure Grant (WSIG)Project 1

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Water Service Infrastructure Grant (WSIG)Project 2

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Municipal Infrastructure Grant (MIG) Project 1

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Municipal Infrastructure Grant (MIG) Project 2

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Regional Bulk Infrastructure Grant (RBIG) Project 1

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Regional Bulk Infrastructure Grant (RBIG) Project 2

Criteria	Complete this section
Description of the project	
Value of the project (VAT incl.)	
Year (s) executed	
Organization	
Name of reference person	
Telephone number	
Email of reference person	

Attach valid certified copies of the following at back of this sheet:

- Valid certified copies Appointment letters

- Copy of completion certificate issued to the contractor for completed projects

ACCREDITATION / AFFILIATION

Maximum number of points to be scored for accreditation or affiliation = 15

Company Director 1

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Registration number with ECSA	
Registration Category with ECSA	
Date of registration	

Please Attach valid certified copies of the following:

- ID document
- Copy of professional registration

Company Director 2

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Registration number with ECSA	
Registration Category with ECSA	
Date of registration	

Please Attach valid certified copies of the following:

- ID document
- Copy of professional registration

Company affiliation to Engineering Council/Body

Criteria	Please complete this section
Company Name	
Body Affiliated to	
Registration number	
Date of registration	

Please Attach valid certified copies of the following:

- Copy of professional registration