

JOE GQABI DISTRICT MUNICIPALITY



BID NO.: JGDM 2021/22-003

PROFESSIONAL SERVICES FOR DEVELOPMENT ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

BIDDER:

TENDERER CSD NUMBER:

TENDERER TCS PIN:

TENDER AMOUNT:
(Including VAT, Escalation and Contingencies)

CLOSING DATE: 25 OCTOBER 2021

CLOSING TIME: 12H00

PREPARED BY:

**JOE GQABI DISTRICT MUNICIPALITY
CNR COLE & GRAHAM STREETS
BARKLY EAST, 9786
TEL: 045 979 3000**



JOE GQABI DISTRICT MUNICIPALITY

BID NO.: JGDM 2021/22-003

**PROFESSIONAL SERVICES FOR DEVELOPMENT ALIWAL NORTH WATER TREATMENT WORKS
HOLDING DAMS**

Contents

Number	Heading
---------------	----------------

THE TENDER

Part T1: Tendering procedures

T1.1	Tender notice and Invitation to bid
------	-------------------------------------

T1.2	Tender data
------	-------------

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1	Form of Offer and acceptance
------	------------------------------

C1.2	Contract data
------	---------------

Part C2: Pricing data

C2.1	Pricing Assumptions/Instructions
------	----------------------------------

C2.2	Pricing Schedule
------	------------------

Part C3: Scope of work

Part T1: Tendering Procedures

T1.1 NOTICE TO TENDERERS

Tenders are hereby invited from suitably qualified and experienced Professional Service Providers for the **PROFESSIONAL SERVICE FOR DEVELOPMENT ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS**

BID NUMBER	NAME AND DESCRIPTION	COMPULSORY DETAILS	BRIEFING	CONTRACT PERIOD	CLOSING DATE
JGDM 2021/22-003	PROFESSIONAL SERVICES FOR DEVELOPMENT ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS	Date: 08 October 2021 Time: 11H00 Venue: Aliwal North Water Treatment Works		36 Months	25 October 2021

Detailed tender documents will be available from 01 October 2021 as follows:

Bid documents will be available from the www.etenders.gov.za and the Joe Gqabi District Municipality website www.jgdm.gov.za. Hard copies of the bid document will be made available from **Joe Gqabi District Municipality SCM offices Corner of Cole and Graham Street Barkly East from Friday, 01 October 2021** upon payment of a non-refundable fee of R500 (five hundred rand) for each document (either in cash or by means of a bank guaranteed cheque or direct bank deposit to ABSA, 2380000019) Please **quote the company name and bid number as reference**. Payments must be made at the Cashier's Office, which is situated at the ground floor, Cnr of Graham and Cole Streets, Barkly East between the hours of 08h00 and 15h00 prior to the collection of the bid documents. Proof of purchase must be attached to the original Tender Document.

A compulsory briefing session will be held on Friday, 08 October 2021 commencing at 11:00 am at **Aliwal North Water Treatment Works**, where the Employer's representatives shall take the prospective Tenderers through the critical tender details.

Tenders in sealed envelopes endorsed "**TENDER NO: JGDM 2021/22-003: PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS**" must be placed in the formal Tender Box situated outside the Main Building – **JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before closing time of 12H00 on Monday, 25 October 2021**, when tenders will be opened in public

Posted or delivered in any other way, are lodged in the Tender Box. It is accordingly preferable for the Tenderer to personally ensure that the Tender is placed in the Tender Box by the Tenderer's own staff, or where appropriate, a courier appointed by the Tenderer.

EVALUATION CRITERIA

1. Bids will be evaluated on the functionality criteria and bid that scores less than 66 out of 100 points will be considered non-responsive. Evaluation Criteria and Weight in order to qualify to be assessed for price and performance
2. All responses (tenders and quotations) that will not meet the required minimum threshold for local content as stipulated in the specification and or less than will be disqualified.
3. The bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (ActNo.5, 2000), and the regulations pertaining thereto (2017), as well as the Joe Gqabi District Municipality's Supply Chain Management Policy 80/20 preference point system will be used.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

1. NB: No Tenders will be considered from persons in the service of the state.
2. The Joe Gqabi District Municipality Supply Chain Management Policy will apply
3. The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
4. The standard tender conditions will apply
5. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
6. All pages must be signed where necessary
7. Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed
8. Bids submitted are to hold good for a period of 90 days after the closing date
9. Bid documents must remain intact
10. Use of Tippex will render the bid non- responsive
11. Bidders must be registered on National Treasury's Central Supplier Database (CSD)
12. A certified copy of the BBBEE certificate or sworn affidavit must be attached to the tender for BBBEE points to be allocated. In the case of a Trust, Joint Venture, or Consortium, a consolidated BBBEE certificate or sworn affidavit for the parties involved should be attached in order to qualify for BBBEE points.
13. SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate
14. The municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors, to the municipality or municipal entity, to any other municipality, or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing
15. Declaration pages must be fully completed and signed
16. MBD 6.2 (Local Content) will be a requirement and the declarations must be completed by the Tenderer in annexure C, D and E as per DTI local content and production. The successful bidder will be required to submit a letter from the Manufacturer to confirm the local production of the steel = 100%
17. Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
18. Latest 3 consecutive years Audited Financial Statements for bidders that are registered as companies that are required by law to have audited financial statements must be submitted, for any other bidders latest 3 consecutive years Un-Audited financial statements must be submitted.
19. Penalties will be applied both in respect of late completion of the Works and failure to meet the required targets.
20. Canvassing of Councillors or municipal officials shall disqualify a Tender.
21. Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
22. Council reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion.

Technical enquiries should be directed to Mr. L. Wana (PMU Manager) by e-mail to: lumanyano@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

SCM-related enquiries should be directed to Ms K Seboko (Acquisition Co-ordinator) at Joe Gqabi District Municipality by email to: procurement@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

Issued by

Mr. Z.A. Williams
Municipal Manager
Joe Gqabi District Municipality

JOE GQABI DISTRICT MUNICIPALITY

BID NO.: JGDM 2021/22-003

PROFESSIONAL SERVICES FOR DEVELOPMENT ALI WAL NORTH WATER TREATMENT WORKS
HOLDING DAMS

MBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOE GQABI DISTRICT MUNICIPALITY					
BID NUMBER:	JGDM 2019/20-003	CLOSING DATE:	25 OCTOBER 2021	CLOSING TIME:	12H00
DESCRIPTION	PROFESSIONAL SERVICES FOR DEVELOPMENT ALI WAL NORTH WATER TREATMENT WORKS HOLDING DAMS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
JGDM Offices, Cnr. Cole & Graham Streets, Barkly East, 9786					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		

TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO 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: **DATE:**.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

T1.2 TENDER DATA

Clause number	Tender Data
3.1	The Employer is Joe Gqabi District Municipality
3.2	The Tender document issued by the Employer is comprised of the following: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and Invitation to bid T1.2 - -Tender data THE CONTRACT Part C1: Agreements and Contract Data C1.1 - Form of Offer and acceptance C1.2 Contract data Part C2: Pricing data C2.1 - Pricing Assumptions/Instructions C2.2 - Pricing Schedule Part C3: Scope of work
3.4	The Employer's Agents is: None
3.5	The language of communication is English
3.6	Competitive negotiation shall <u>NOT</u> be applied
4.1	Only those Tenderers who satisfy the following criteria to submit tenders: I. Only those Tenderers who have in their full time employ a person registered as a Professional Engineer (Pr Eng) or professional Technologist (Pr Tech Eng) in terms of the Engineering Professional Act, 2000 (Act No 46 of 2000) and who has a minimum Civil Engineering Degree or equivalent. Proof of qualifications must be submitted with the tender in the form of original certified copied.

Clause number	Tender Data
4.12	No alternative tenders are permitted
4.13.1	Parts of each tender offer communicated on paper shall be submitted as original, plus NIL copies.
4.13.4	The tenderer is required to submit with his tender the following: 1) A Tax compliance PIN issued by SARS for the Municipality or the Agent to verify the Tenderer's Tax matters 2) An original current Account in terms of water & electricity or rates & taxes obtainable from any Local Municipality or a Municipal Accounts clearance or Lease Agreement which states clearly who is responsible for rates between the Landlord and tenant. 3) An original valid B-BBEE status level verification certificate or an ORIGINAL CERTIFIED copy in terms of the Construction Sector Charter on Black Economic Empowerment, in terms of the Preferential Procurement Regulations, 2017 (unless available on record) 4) Confirmation of financial standing (bank rating) from the tenderer's financial institution. 5) ORIGINAL CERTIFIED copies of identity Documents (Ids) of all shareholders /owner (s) / partners of the bidding companies must be submitted with the bid document. 6) Joint venture agreements where applicable. 7) ORIGINAL CERTIFIED copies of qualifications and professional registrations with statutory bodies.
4.13.5 4.15	The Employer's details and address for delivery of tender documents and identification details that are to be shown on each tender package are: Location of tender box: JOE GQABI DISTRICT MUNICIP OFFICES (MAIN BUILDING) CNR. OF COLE AND GRAHAM STREETS, BARKLY EAST, 9786 Identification details: JGDM2019/20 – 036: DEVELOPMENT OF ALI WAL NORTH WATER TREATMENT WORKS HOLDING DAMS – DESIGN AND BUILD
4.13.6	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The address and closing time for opening of tender offers is as stated in Section T1.1 Tender Notice and Invitation to Tender
4.16	The tender offer validity period is 90 days. Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
4.20	The tenderer is required to submit with his tender Proof of Professional Indemnity (PI) insurance
5.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before the tender closing time
5.4	Tenders will be opened immediately after the closing time receipt of tenders as stated in the Tender Notice and Invitation to Tender.
5.11.5	The procedure for evaluation of responsive tenders is method 4 (where tenderer is evaluated on balance between the price and quality and preference)

Clause number	Tender Data												
5.11.9	FUNCTIONALITY ASSESSMENT 1.1. TECHNICAL / FUNCTIONALITY EVALUATION The Professional Service Provider (PSP) (Civil Engineering Consultant) will be evaluated on functionality, the maximum points to be scored is 100 points and minimum 66 points: Should the PSP score less than 66 points, it will be considered non- responsive and will not proceed to further evaluation. The PSP will be evaluated for functionality on the following criteria and weight: Experience: (35 Max points; 25 Min points) (Experience/track record) on previous contracts of a similar nature, scope or complexity (over the last ten years): 7 Similar projects completed in past 10 years – 35 pts 5 Similar projects competed in past 10 years – 25 pts 3 Similar projects completed in past 10 years – 15 pts NB.: Each Project completed weighs 5 points Expertise: (35 Max points) Qualifications / experience of staff allocated to the project / availability of skills to manage to perform the contract (assigned personnel) <u>1x Project Leader (25 points)</u> BEng/B.Tech in Civil Engineering (5pts) At least 5 years' experience as an Engineer or Technologist (10pts) Must be registered with Engineering Council of South Africa (ECSA) as Engineer/Technologist (10pts) <u>Resident Engineer (RE) (10 points)</u> National Diploma in Civil Engineering (5pts) At Least 10years experience after graduation (5pts) Methodology (20 Max Points) Professional Services (Technical approach / methodology / proposed program (schedule) to satisfying stated employer's objectives / Risk Matrix / legislative requirements to be met (e.g. EIA, OHS, etc) Max 20 points; Min 10 points Financial Viability: (10 Max points) <table border="1" data-bbox="375 1608 919 1834"> <thead> <tr> <th>Bank Rating</th><th>Points</th></tr> </thead> <tbody> <tr> <td>A</td><td>10</td></tr> <tr> <td>B</td><td>8</td></tr> <tr> <td>C</td><td>6</td></tr> <tr> <td>D</td><td>4</td></tr> <tr> <td>E</td><td>0</td></tr> </tbody> </table> Max 10 points; Min 6 points	Bank Rating	Points	A	10	B	8	C	6	D	4	E	0
Bank Rating	Points												
A	10												
B	8												
C	6												
D	4												
E	0												

Clause number	Tender Data
5.13	Tender offers will only be accepted if: a) The tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity, b) The tenderer is in good standing with SARS according to the Central Supplier Database; c) The financial offer is market related (See Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017) d) The Tenderer submits an original copy of his Professional Indemnity (PI) insurance. e) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with public sector; f) the tenderer has not; - i) abused the Employer's Supply Chain Management System; or - ii) failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to perform the services.
5.17	The number of paper copies of the signed contract to be provided by the employer is ONE
Additional Conditions of Tender	
6.1	Tenderers will be considered non-responsive if, inter alia,; 1) The tenderer does not comply with the required criteria as specified in 4.1 above; 2) The Tenderer failed to submit one Offer per tendering entity; 3) The Tenderer failed to submit additional information by the due date; 4) The Tenderer failed to complete or sign the Form of Offer bound into this tender document; 5) The tender is not completed in non-erasable ink; 6) The tender contained material qualifications or deviations that affected the scope, quality or performance of the works, significantly changed the parties' risk and responsibilities affected the competitive position of other Tenderers if they were to be rectified
6.2	1) Tenderers will be evaluated according to Joe Gqabi District Municipality's SCM Policy 2) The lowest, the highest or any tender will not necessarily be accepted and the Council reserves the right to accept any tender wholly or partially or to withdraw the tender 3) All copies of certificates submitted with the tender must be certified originals by the commissioner of Oaths.

Clause number	Tender Data
	4) Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted; 5) Tenderers with any municipal account outstanding for more than 30 days will be rejected.
6.3	Joe Gqabi District Municipality intends to appoint a Civil Engineering Professional Service Provider on design and build basis for the DEVELOPMENT OF ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

PART C1: AGREEMENT AND CONTRACT DATA

JOE GQABI DISTRICT MUNICIPALITY

BID NO.: JGDM 2021/22-003

PROFESSIONAL SERVICES FOR DEVELOPMENT ALIWAL NORTH WATER TREATMENT WORKS
HOLDING DAMS

C1.1. Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NO.: JGDM 2021/22-003: **PROFESSIONAL SERVICES FOR DEVELOPMENT ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS**

The Tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto (as listed in the Schedule of Returnable Documents), and by submitting this offer has accepted the conditions of tender.

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

The Contract shall be completed within **weeks of the Commencement Date.**

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
..... RAND (in words);
R(in figures)

This offer may be accepted by the Employer, by signing the Acceptance part, of this Form of Offer and Acceptance. Thereafter the Employer will be returning one copy of this document to the Tenderer, before the end of the period of validity (stated in the tender data). Whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

SIGNED ON BEHALF OF/BY THE TENDERER :

NAME

SIGNATURE

Name and address of Organisation:

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Acceptance

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the Returnable Documents, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER :

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

C1.2. CONTRACT DATA

The Conditions of Contract are the *Standard Professional Services Contract* (September 2005) published by the Construction Industry Development Board, Edition 2; document 1015 from pages 1 up to 15.

Each item of data given below is cross-referenced to the clause in the *General Conditions of Contract* of the above-mentioned Standard Professional Services Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
3.4 and 4.3.2	The Employer is the Joe Gqabi District Municipality The authorized and designated representative of the Employer is Municipal Manager, Joe Gqabi District Municipality The address for receipt of communications is Corner of Cole & Graham Street, Private Bag X 102 Barkly East 9786, Eastern Cape, Republic of South Africa Telephone: 045 979 3000; Facsimile: 045 971 0432 Contact Person: Mr. Lumanyano Wana (Technical) – lumanyano@jgdm.gov.za Ms K Seboko(Supply Chain Management) keitu@jgdm.gov.za
1.	The Project is PROFESSIONAL SERVICES FOR DEVELOPMENT ALI WAL NORTH WATER TREATMENT WORKS HOLDING DAMS
1.	The term 'Professional Services Provider'/ 'the PSP' shall be used for 'Service Provider' under this contract.
3.4.1	The communication by e-mail will only be accepted on submission of hard copy original print out in letterhead and properly signed by the authorized person. Faxes will only be acceptable on submission of original signed documents.
3.6	The Service Provider shall not release public or media statements or publish material related to the Services or the Programme under any circumstances without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.
3.11	The penalty payable is R 2 000.00 per day subject to a maximum amount equivalent to 25% of his total payable amount for services. A penalty of R 5 000.00 per month is payable for each report of which the Service Provider fails to meet the reporting requirement/ deadline as set out in the scope of works/ agreed time schedule. The penalty is payable for each month for which the failure continues.

3.14	The schedule of implementation (programme) shall be submitted within 10 days of the award of contract or prior to signing the agreement whichever is earlier.
5.4.1	The Service Provider is required to provide following insurances within 10 days of the award of contract or prior to signing the agreement whichever is earlier: i. <i>Insurance Against:</i> Professional Liability (Professional Indemnity). <i>Cover is:</i> Full project value (as determined after completion). <i>Period of cover:</i> Until three years after completion (issuance of completion certificates and submission of close up reports) of the Project. ii. <i>Insurance Against:</i> Public Liability <i>Cover is:</i> Full project value (as determined after completion). <i>Period of cover:</i> Entire preconstruction period of the Project (Till site hand over to the construction Contractor).
8.1	The Professional Service Provider is to commence the performance of the Services within 7 days of the date that the Contract becomes effective.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 6 months.
9.1	Copyright of all documents prepared for the project shall be vested with the Employer.
12.2.1	In the event that the parties fail to agree on a mediator, the President of the South African Institute of Civil Engineering nominates the mediator.
12.4.1	In the event that the parties fail to agree on an arbitrator, the President of the Association of Arbitrators nominates the arbitrator.
15.	The interest rate will be prime interest rate of the Employer's bank at the time the amount is due.

PART 2: DATA PROVIDED BY THE PROFESSIONAL SERVICES PROVIDER

Clause	Data
1.	The Professional Services Provider is _____ Address: _____ Telephone: _____ Fax: _____ Email: _____

5.3	The authorized and designated representative of the Professional Services Provider is _____ The address for receipt of communications is Address: _____ Telephone: _____ Fax: _____ Email: _____																		
5.5 and 7.1.2	The Key Persons and their jobs/ duties in relation to the services are (use separate pages with proper reference if necessary): <table border="1"> <thead> <tr> <th data-bbox="379 607 882 667">Name</th> <th data-bbox="882 607 1385 667">Jobs/ duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Jobs/ duties																
Name	Jobs/ duties																		

Signed _____

Date _____

Name _____

Capacity _____

Name of the Firm _____

FUNCTIONALITY

The Professional Service Provider (PSP) (Civil Engineering Consultant) and Construction Services will be evaluated on functionality, the maximum points to be scored is 100 points and minimum 66 points: Should the PSP score less than 65 points, it will be considered non-responsive and will not proceed to further evaluation. The PSP will be evaluated for functionality on the following criteria and weight:

Bidders will be required to score minimum points on each criterion in order to proceed to further evaluation

TECHNICAL / FUNCTIONALITY POINTS (100)			
1. Experience: (Experience track record) on previous contracts of a similar nature, scope or complexity (over the last ten years):			
Pre-qualification Description	Deliverables	Max. Points	Min Points
Tenderers must provide details of their previous relevant experience in projects of similar nature as detailed under scope of works. The experience of Tenderers will be evaluated as detailed under deliverables	Professional Services Experience 7 Similar projects completed in past 10 years – 35pts 5 Similar projects completed in past 10 years – 25pts 3 Similar projects completed in past 10 years – 15pts b. <i>NB.: Each Project completed weighs 5 points</i> Points can only be claimed upon submission of letters of appointment, accompanied with corresponding recommendation letters from previous clients Please file your POE appropriately for ease of Evaluation	35	25
2. Expertise of Key Personnel (Points will be scored on the following basis)			
Pre-qualification Description	Deliverables	Max. Points	Min Points
Tenders must provide details of their key personnel that will be involved in the project, and clearly stipulate their qualifications and experience. Tenderers' expertise will be evaluated as stipulated under deliverables.	The Professional Service Provider must have the following key personnel to be considered: <u>1x Project Leader (25 points)</u> ▪ BEng/BTech in Civil Engineering (5pts) ▪ At least 5 years' experience as an Engineer or Technologist (10pts) ▪ Must be registered with Engineering Council of South Africa (ECSA) as Engineer/Technologist (10pts) <i>NB.: ECSA Registration is compulsory, even though PSP can meet minimum points, but will not be considered as responsive without submission of ECSA Registration for the Project Leader</i> <u>Resident Engineer (RE) (10 points)</u> ▪ National Diploma in Civil Engineering (5pts) ▪ At Least 10years experience after graduation (5pts) Points can only be claimed upon submission of key personnel CVs. Certified qualifications and	35	25

	registrations MUST be attached. The experience of the Project Leader and Resident Engineer must be stated clearly in their CVs. Please file your POE appropriately for ease of Evaluation																	
Methodology: Professional Services: (Technical approach / methodology / proposed program (schedule) to satisfying stated employer’s objectives / Risk Matrix / legislative requirements to be met (e.g., EIA, OHS, etc)																		
Pre-qualification Description		Deliverables			Max. Points	Min Points												
PSP should clearly detail the Technical approach to successfully execute the project. Methodology will be evaluated as detailed under deliverables		Scoring	Points	Comments	20	10												
		Comprehensive	20	The most important issues are exceptionally approached in an innovative and efficient way.														
		Good	15	Methodology is specifically tailored to address the specific project objectives and methods of work.														
		Fair	10	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project														
		Poor	0	Methodology is poor / unlikely to satisfy project objectives. Bidder may have misunderstood certain aspects of the scope of works.														
Financial Viability Attach Company banking rating letter for Professional Service Provider (Not older that three months)		<table><tr><td>Bank Rating</td><td>Scoring</td></tr><tr><td>A</td><td>10</td></tr><tr><td>B</td><td>8</td></tr><tr><td>C</td><td>6</td></tr><tr><td>D</td><td>4</td></tr><tr><td>E</td><td>0</td></tr></table>			Bank Rating	Scoring	A	10	B	8	C	6	D	4	E	0	10	6
Bank Rating	Scoring																	
A	10																	
B	8																	
C	6																	
D	4																	
E	0																	
TOTAL					100	66												

PART C2: PRICING SCHEDULE

C2.1. Pricing Assumptions / Instruction

PRE-AMBLE OF THE PRICING SCHEDULE

- 1 Bidders shall calculate their prices for the various stages of 'Services' as detailed in Pricing Schedule based on Clauses 3 and 4 of ECSA Guideline (Government Gazette No 39480, 04 December 2015, Board Notice 138 of 2015.) and based on their experience and current industry prices for items not covered by the ECSA Guideline.

- 2 The municipality has calculated the engineering professional fees for 'Study' items and 'Normal Services' as shown in the 'Pricing Schedule' on an estimated direct cost of R 21 Million exclusive of VAT considering project as combination of Category D (Pipeline, hazardous substances) and Category F (Water/ Waste Treatment Works) with a fees range of 12% according to Clause 4.3, and table 4.1 of above-mentioned ECSA Guideline resulting a normal fees of 10% (Figure 4.1) of estimated direct cost amounting to R 20 891 475 excluding VAT. Bidders shall enter a discount rate for the study items of Phase I and normal services for the Phase I amounts in the discount column of the 'Pricing Schedule' against each of the relevant stages of the project. The amount for each stage shall then be calculated and entered in the Bid Sum column.

Discounts (if any) have to be offered maintaining the proportion within 5% of the municipal estimates for the study items of Phase I and normal services items of the Phase II.

All items must be priced. Any arithmetical error will be dealt with as explained in Bid Data.

Bidders must note that the Bidder offering discount and is successful, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.

- 3 The bid percentages (based on municipal estimated amount) for each stage will be used to determine an adjusted professional fee in the event of a variation in the awarded construction cost for normal services of Phase II only.

Fees payable for normal services will be finalized only once at award of construction contract and will be based on the value of the construction contract and the percentages calculated based on the 'Bid Sum' in the pricing schedule. The fees will not be re-adjusted on completion of the contract under any circumstances.

The prices shall be adjusted for inflation for each subsequent year on the anniversary date of the start of the Phase I for the remaining works and amount due for the 'Normal Services' only using the following formula only, which is guided by the 'price adjustment for inflation as explained in NEC3 Engineering and Construction Contract for Secondary Option X1.

$$PAF = 0.3 \left(\frac{Lcpi - Bcpi}{Bcpi} \right), \text{ Where}$$

PAF = Price Adjustment Factor

Lcpi = Consumer Price Index on Base Date (index for people as published in the SA statistical news release)

Bcpi = Consumer Price Index on Contract Award anniversary date (index for people as published in the SA statistical news release)

Design changes during the construction stage will be treated on merit. No additional fees will be paid if such changes are necessary due to the Bidder's negligence.

- 4 The 'Pricing Schedule' also includes provisions for various services other than normal services as described in the ECSA guidelines, Clauses 3.3 and 4.6 and scope of works. The Bidder is required to obtain accurate estimates of the sums for those services as no variation may be allowed after award except the annual price escalation adjustment as explained in item 3 above. Quotes for specialist sub-consultants that the bidder intends to use must be included in the bid to assist the evaluators in properly assessing the bids. These prices will not be expected to change at a later stage.
- 5 Expenses and costs shall be accurately determined by the bidder and included in the bid, assuming Services rendered according to Clause 3 of ECSA guidelines and scope of work as described in the bidding documents, as variations at a later stage, is quite unlikely.
- 6 Rates for Time-based services shall be entered against the relevant items in the pricing schedule for different levels of personnel. Time-based payments will only be made when Joe Gqabi District Municipality has specifically ordered the work involved in writing.
- 7 The Bidder shall fill in a discount percentage rate or a lump sum for each item where the provision is made for it. Items against which no rate or lump sum has been entered and/ or certain items of work mentioned in the scope of work but there is no specific item in the pricing schedule will not be paid for when the work has been executed, as payment for such work will be regarded as being covered by other rates or lump sums in the 'Pricing Schedule'.

The reimbursement of the items in the price schedule with Provisional Sums (Prov-Sum) will be made on actual cost basis according to the ECSA Guideline subject to prior approval of the Employer before incurring the costs. No reimbursement for these items will be made if the expenditure is made without any written prior approval from the Employer.

Bidders shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered. If a Bidder wishes to make any alteration to the 'Pricing Schedule', then it should be treated as an alternative bid.

The offered discount percentage shall be valid irrespective of any change in the quantities or adjustment of rates for any reason during the execution of the contract.

- 8 All rates and sums of money quoted in the 'Pricing Schedule' shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.

The offered fees for each item of the pricing schedule shall include all direct and indirect costs for services to be provided including taxes, levies and VAT etc. shown as detailed below but not limited only to:

- The salary and fringe benefits for all professional, technician and staff for all disciplines shown in the manning schedule must be offered including their leave, appointment, travelling and subsistence, medical etc. Similarly a schedule of rates for reimbursable and/ disbursements costs for various items relevant to the project must be provided. Lump sum items are not permitted.
- Cost of the Firms' Head office and other overheads attributable to the Program.
- All hotel, subsistence and communication expenses, and any other cost deemed by the bidder to be incurred in executing the intended services.
- All copying, printing, binding materials and computer services necessary to provide services for the Project including preparation of different reports, minutes and any other forms as will be necessary.
- Cost of all necessary logistics and supplies like - Computers and accessories, software etc. to be used by the PSP.
- Cost of intended workshops and meetings to be necessary for the purpose of services to be delivered.
- Any other cost that may be necessary for the successful completion of the intended services.

A schedule of unit rates for copying/ printing/ binding etc. as applicable for producing various project documents has to be provided with the price quotes, which rates will be used to reimburse any production beyond the meeting minutes and first 3 sets of any project related production. The unit rates will not get any price adjustment until the completion and closeout of the project.

A schedule of unit rates for travel and accommodation of the staff members of the PSP has to be provided with the price quotes. The unit rates will not get any price adjustment until the completion and closeout of the project.

The schedule of rates for professionals, technicians and staff must be given in the offer for unforeseen engagement of personnel on the project on additional works not defined in the scope of works of the Project. It is appreciable if those engagement/ works could be defined by the bidder during the preparation of the proposal and be incorporated in the scope of works as well.

- 9 Bidders should submit a monthly cash flow projection for the whole project period aligned with his implementation schedule – detailed according to the tasks and deliverables. This will be adjusted at inception with the agreed implementation schedule.
- 10 The short description of the payment items in the 'Pricing Schedule' are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the ECSA guidelines and the scope of works, in particular the references to "Normal services" and Additional/ Reimbursable Services", the general conditions of contract and the special conditions of contract for more detailed information regarding the extent of services entailed under each item.

- 11 A bid may be rejected if the discount percentage rates or lump sums for any of the items in the 'Pricing Schedule' are, in the opinion of the municipality, unreasonable or out of proportion. The Bidder will be given a period of seven (7) days after having been notified in writing by the Joe Gqabi District Municipality to adjust the discount percentage rates or lump sums for the relevant items according to the provision of this Bidding Documents.
- 12 This has to be noted that in any case, the project will not entertain any travel claim beyond the Eastern Cape Province; and for Resident Engineers no travel claim beyond project areas will be allowed unless they are attending any project relevant meeting/ workshop beyond the project areas with prior approval. It is expected that bidder will establish his project offices within or close to Project Areas no farther than the Eastern Cape Province in cases they do not have such an establishment.
- 13 This 'Pricing Schedule' forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

C2.2 PRICING SCHEDULE

NAME OF BIDDER:

BID NO.: JGDM 2021/22-003

PROJECT NAME: **PROFESSIONAL SERVICES FOR DEVELOPMENT ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS**

Direct Cost Estimate: R 20 891 475 (Excl. VAT)

CLOSING TIME: 12:00Hrs. DATE: Monday, the 25TH Day of OCTOBER 2021

OFFER IS VALID FOR 90 DAYS FROM THE CLOSING DATE (inclusive) OF THE BID.

SUMMARY OF BIDDING PRICES

Item/cla use	Services Type (Phase/ Stage)	Unit/Rate	Estimated Basic Fee	Discount (%)	Quoted/ Discounted Amount
3.2	Normal Services (Professional Civil Engineer) (Ref: ECSA Clause 3.2)				
3.2.1	Stage 1: Project Initiation: Inception	5%			R
3.2.2	Stage 2 – Concept and Viability (also termed Preliminary Design)	15%	Yes		R
3.2.3	Stage 3 – Design Development (also termed Detail Design)	25%	Yes		R
3.2.4	Stage 4 – Construction Documentation (Note: There will be no cost for procurement as this is Design & Build)	15%	No		R
3.2.5	Stage 5 – Contract Administration and Inspection	35%	No		R
3.2.6	Stage 6 – Close-Out	5%			R
Sub-total (3.2)					R
3.3	Additional Services (Ref: ECSA Clause 3.3)				
1a	Baseline Surveys including ISD	Lump Sum			R
1b	Mark-up on item 1a	%			
2a	Infrastructure condition, Surveys and Setting out	Lump Sum			R
2b	Mark-up on item 2a	%			R
3a	Investigations and Tests	Lump Sum			R
3b	Mark-up on item 3a	%			
4a	EIA, EIM/EMP and applications	Lump Sum			R

4b	Mark-up on item 4a	%			R
	Sub-total				R
3.3.2	Construction Monitoring: Level 3: Full-time Construction Monitoring	Lump Sum (Cover the project period)			R
3.3.3	Occupational Health and Safety	Lump Sum (Cover the project period)			R
	Sub-total (3.3)				R
4.6	Expenses and Costs				
4.6 (2)	Travelling or conveyance of members of the Engineer (Ref: Clause 4.6 (2) (a) & (b))		Prov. Sum		R 360 000.00
4.6 (2) & (f)	Printing, copying and binding (Ref: Clause 4.6 (2) (e) & (f))		Prov. Sum		R 20 000.00
	Sub-Total (4.6)				R 380 000.00
	Total Of items (3.2) + (3.3) + (4.6)				R
	15% VAT				R
	Total Bid Amount				R

Item	Description	Unit	Quantity/ Amount (R)	Rate	Remarks
6	Personnel Input (unscheduled additional services)				
6.1	Category A Person	hr	1		Rate only
6.2	Category B Person	hr	1		Rate only
6.3	Category C person	hr	1		Rate only
6.4	Category D Person	hr	1		Rate only

Signed _____

Date _____

Name _____

Capacity _____

Name of the Bidder _____

PARTC3: SCOPE OF WORKS

C3.1 Background

The town of Aliwal North on the Orange River in the Eastern Cape is located within the Walter Sisulu Local Municipality (WSLM), part of the three local municipalities that form the Joe Gqabi District Municipality (JGDM), who is the water services authority. The town also has a small light industrial area and CBD both situated near the N6 national route which crosses the town in a north south direction. With the Orange River, flowing from north to west, bordering the town, raw water is abstracted from the river at the water treatment works.

Raw water is abstracted from a series of inlet sumps/chambers on the bank of the Oranje River. Raw water is channelled to the raw water pump station via an underground pipe channel. The abstraction of raw water is challenging. Low levels and extensive silting of the Orange River has resulted in water supply disruptions due to the municipal abstraction infrastructure being clogged and blocked.

- Sand bags are packed in the river during the dry season to divert raw water to the abstraction point. Sandbanks forms in the river, restricting water from reaching the abstraction chambers, which limits the flow to the abstraction sumps/chambers.
- During the wet season the river rises from time to time and washes sediment into the abstraction sumps/chambers, clogging the inlet works and the entire water treatment works with silt and sand. The entire works needs then to be de-silted.

C3.2 Motivation

The feasibility for the construction of Pre Sedimentation Holding Dams is critical. The capacity of the works is severely constrained during flooding and during the dry season. Any future planning, implementation etc may not be allowed to proceed if the feasibility study shows that it would not be technically viable to implement such services.

The purpose of the feasibility study aims to:

- Secure a constant flow of raw water to the Aliwal North Water Treatment works.
- Describe a preliminary strategy in respect of the funding, implementation, management and operation and maintenance of the pre sedimentation holding dams.

C3.3 Population Growth

According to the available data collected in 2013 the town had an estimated population of about 37 500, mostly (some 26 500) residing in the older Dukathole and newer Joe Gqabi (Hilton) townships. The town was divided into various water supply zones and the populations for each zone were projected to obtain the current population (2019) as well as the ultimate design horizon for 2040. The results of the investigation are shown in Table 1 below:

Table 1: Population Projections

Supply Zone	Population (2013)	Population (2016)	Growth rate	Current Population (2019)	Future Population (2040)
Aliwal North 1	3 604	3 733	1,20%	3 863	4 640
Aliwal North 2	1 544	1 598	1,17%	1 652	1 976
Aliwal North 3	5 332	5 332	1,19%	5 515	6 617
Aliwal North 4	526	526	1,42%	547	677
Hilton	4 666	4 831	1,23%	5 004	6 041
Dukathole SP	20 351	21 067	1,19%	21 791	26 132
Dukathole	1 540	1 595	1,17%	1 649	1 973
Proposed Development (ANMUDS)			1,19%	14 400	17 226
Total	37 365	38 682		54 421	65 282

It is noted from the above that the proposed development is included in the current and future population figures assuming that there will new residents in the area. This may however not be the case but represents the worst-case scenario in terms of future planning. The average growth rate for the area was used to generate the design horizon population of the proposed development.

More recent figures were obtained of the informal settlements when Housing Beneficiaries were head counted.

C3.4 Description of the Construction Works

Raw water will be abstracted from the river by the existing raw water abstraction works and pumped to the existing pre-sedimentation tanks.

The existing pre-sedimentation tanks will be upgraded. The bridge structure will be strengthened or enlarged. New mechanical scrapers and sludge pumps will be installed to improve the process of scouring sand and sludge.

Water will then be gravity fed to the proposed first holding dam (35ML). From this holding dam the top section of water will be gravity fed to the second smaller holding dam (10 ML). Water will then gravitate to the existing settling tanks for treatment.

The bottom section of the water will be transferred from the pre-sedimentation tanks to the first holding dam to the second holding dam by pumps only when needed (during maintenance periods and when no water is abstracted during floods).

- Refurbishment of the existing pre-sedimentation tanks
- New Bridge structure
- New Mechanical Scrapers
- Sludge pumps
- Transfer pumps (Pre-sedimentation to 35ML holding dam)
- Transfer pumps (35ML holding dam to 10 ML holding Dam)
- 35ML Holding Dam
- 10ML Holding Dam
- Inlet/Outlet Piping and new gravity main line

C3.5 Engineering Services

The successful PSP will be required to meet the following terms of reference (TOR) for the Development Aliwal North Water Treatment Works Holding Dams

- Feasibility Study
- Preliminary Designs
- Detailed Designs
- Environmental Impact Assessment, Environmental Authorisation for the project, and Applications for Water Use Licenses (WUL)
- Specialised Services (Geotechnical Studies, Surveying Services, OHS services, ISD Services, etc)
- Construction Services
- Contract Administration and Supervision
- Project Close-out
 - o Issuing of Completion Certificates
 - o Monitoring of defects
 - o Preparation of Final BOQ/Account
 - o Issuing of Standard Operations Manuals
 - o Issuing of Operation and Maintenance Manuals
 - o Training of Operations and Maintenance Personnel
 - o Submission of OHS file
 - o Statutory Compliance Certificates (CoCs) and documents
 - o Maintenance Plan
 - o Transfer of information for capitalization of assets

TAX CLEARANCE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Alternatively a tax compliance verification pin must accompany a copy of a Tax Clearance Certificate.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. **JOINT VENTURE PARTICULARS**

- a) Name
- b) Postal address.....
.....
.....
- c) Physical address
.....
.....
- d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....
.....
.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....
.....
.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....
.....
.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

(c) Signing, co-signing and/or collateralising of loans

.....
.....
.....

(d) Acquisition of lines of credit

.....
.....
.....

(e) Acquisition of performance bonds

.....
.....

(f) Negotiating and signing labour agreements

.....
.....
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,

.....

.....

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT DESIGNATION	FUNCTION /	NAME	PARTNER*

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER AFFIRMABLE VENTURE PARTNERS	EX JOINT PARTNERS	NUMBER AFFIRMABLE VENTURE PARTNERS	EX JOINT PARTNERS	NON- JOINT PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

(ii) Number currently employed by the Joint Venture

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....
.....
.....
.....
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone

Date

(Continue as necessary)

**COMPULSORY ENTERPRISE QUESTIONNAIRE
(ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE)**

The following particulars (where applicable) must be furnished. In the case of a joint venture or separate enterprise, questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income Tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

If any of the above boxes are marked, please disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Name

Enterprise Name

*insert separate page if necessary

TENDERERS FINANCIAL STANDING AND CONFIRMATION OF COMPANY BANK DETAILS *(an original letter for financial bank rating code stamped by your bank is to be attached to this form.)*

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:

Company Registration Number:

VAT Number:

Professional Registration Details:

Professional Indemnity Details:

COMPANY BANK DETAILS

Bank Name

Branch

Account Type

Bank Account Number

Contact Person

Tel No.

Fax No.

Address

BIDDER'S REPRESENTATIVE:

Signature of bidder's representative

Date.....

AFFIX COMPANY STAMP HERE

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required, the ownership must accumulate to 100%.

NAME AND SURNAME	IDENTITY NUMBER	CITIZENSHIP	DATE OF OWNERSHIP	% OWNED	VOTING %

ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE THE FOLLOWING MBD 4 FORM

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 position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

(e) an executive 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 Number	Employee

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
a) Fabricated structural steel	100%
b) Fasteners	100%
c) Plates (>4.5mm thick and supplied in flat pieces)	100%
d) Sheets (<4.5mm thick and supplied in coils)	100%
e) Sections (channels; angles, I-beams and H-beams)	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

Js367bW

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 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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

Js9141w 4

GENERAL CONDITIONS OF CONTRACT (GCC)

The purpose of this section of the Bid document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability

- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other 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 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

5. 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.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (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

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 in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, 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 in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 and detailed in the Service Level Agreement (SLA) or as per clause 12.1 of SCC.

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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 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.

ANNEXURE A

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

ATTACH REFERENCE LETTERS

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE B

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

ATTACH REFERENCE LETTERS

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR JGDM			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE C

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:.....

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE D

JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with JGDM must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name:.....
- b) Postal address:.....
.....
.....
.....
- c) Physical address:.....
.....
.....
- d) Telephone:
- e) Fax:.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm:

Postal Address:.....

Physical Address:

Telephone:

Fax:.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm:

Postal Address:.....

Physical Address:

Telephone:

Fax:.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2 (a) Name of Firm:

Postal Address:.....

Physical Address:

Telephone:

Fax:.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) *Affirmable Joint Venture Partner ownership*
 percentage(s)%

b) *Non-Affirmable Joint Venture Partner ownership*
 percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE PARTNERS	JOINT VENTURE	PARTNER NAME
a)			
b)			
c)			
d)			
e)			

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		

d)		
e)		

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

- (e) Acquisition of performance bonds

.....

.....

.....

- (f) Negotiating and signing labour agreements

.....

.....

.....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- (a) Identify the “managing partner”, if any,

.....

.....
.....
.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....
.....
.....
.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....
.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature:

Duly authorised to sign on behalf of:.....

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to sign on behalf of:.....

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to sign on behalf of:

Name:

Address:

Telephone:

Date:

(Continue as necessary)

ANNEXURE E

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)	DISABILITY	FEMALE	DATE OF OWNERSHIP	O % O W N E D	V O T I N G %

ANNEXURE F

BID CHECK LIST

All JGDM Individuals bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

- (a) All pages of the bid document have been read by the bidder.
- (b) All pages requiring information have been completed in black ink.
- (c) The Schedule of Quantities has been checked for arithmetic correctness.
- (d) Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
- (e) The total from the summary page has been carried forward to the Bid Form.
- (f) Surety details have been included in the bid.
- (g) All sections requiring information have been completed.
- (h) The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
- (i) The bid document is submitted before 12h00 on the due date at the designated bid box of the JGDM.

DECLARATION BY BIDDERS

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our quotation and that I / we elect domicillium citandi et executandi in the Republic at:

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

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