Namakwa District Municipality

TENDER NOTICE NUMBER:	**TENDER 34/2024**
TENDER DESCRIPTION:	**PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTI DISCIPLINARY PROJECTS FOR A PERIOD OF THREE (3) YEARS**
CLOSING DATE:	**15 NOVEMBER 2024**
CLOSING TIME:	**12:00**
NAME OF SERVICE PROVIDER:	
ADDRESS:	
CONTACT NUMBER:	
EMAIL ADDRESS:	

CATEGORY	DESCRIPTION	TENDERED AMOUNT (INCL VAT)
Category 1:	Roads and Storm water	
Category 2:	Water & Wastewater treatment facilities/plants	
Category 3:	Bulk water and sewer networks and internal reticulation	
Category 4:	Landfill Sites	
Category 5:	Sport Facilities	
Category 6:	Electrical Engineering Services	

SCM INQUIRIES:	**Mr Chaldon Osborne**	**Email:**	**chaldono@namakwa-dm.gov.za**
		Contact Nr.	**027 712 8000**
TENDER BOX AT:		**Signature of Namakwa DM Official at Tender opening**	
HENDRIK VISSER BUILDING NAMAKWA DISTRICT MUNICIPALITY SPRINGBOK 8240		**1.**	
Telephone Nr.: 027 712 8000		**2**	

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Namakwa District Municipality

Privaatsak / Private Bag X20
SPRINGBOK 8240
☎ (027) 712 8000
🖷 (027) 712 8040
🖷 Email:info@namakwa.gov.za
Web: www.namakwa -dm.gov.za
Verwysing/Reference
Navrae/Enquiries: *Mr M Bowers*

TENDER NOTICE AND INVITATION TO TENDER

TENDER NOTICE NR.:	**34/2024**
TENDER DESCRIPTION:	**PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTI DISCIPLINARY PROJECTS FOR A PERIOD OF THREE (3) YEARS**
Tender closing date:	**15 NOVEMBER 2024**
Method of evaluation:	**METHOD 4: FINANCIAL OFFER, PREFERENCE AND QUALITY(FUNCTIONALITY)**

Tenders are hereby invited for Professional Consulting Engineering Services as detailed in the tender document. The scope of the work is for normal services as per the latest ECSA guideline scope of services and tariff of fees and will include Inception, Concept & Viability, Design Development; Documentation & Procurement, Contract Administration & Inspection and Close out. These stages will cover multi-disciplinary civil engineering and related works for various municipal projects.

Tender documents are available during business hours as of **Monday, 14 October 2024** from the Supply Chain office (Contact Mr Chaldon Osborne) at Namakwa District Municipality, Hendrik Visser Building, Van Riebeeck Street, SPRINGBOK, 8240 or it can be downloaded from the Municipal website www.namakwa – dm.gov.za or it can be downloaded from E-Tender Portal (www.etenders.gov.za).

The sealed tenders clearly marked: **PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON A PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTI DISCIPLINARY PROJECTS FOR A PERIOD OF THREE (3) YEARS** must be placed in the tender box at the at Namakwa District Municipality, Hendrik Visser Building, Van Riebeeck Street, SPRINGBOK, 8240, **15 November 2024 at 12H00.**

THE FOLLOWING CONDITIONS WILL APPLY:

- Tender prices must be valid for at least thirty (90) days from the tender closing date.
- Tender prices must be firm and must be inclusive of VAT.
- **This tender will be evaluated in terms of the 80/20 preference point system as prescribed in The Preferential Procurement Policy of the Namakwa District Municipality.**
- **The original MBD1, MBD3.1, MBD4, MBD6.1, MBD7.2, MBD8 & MBD 9 forms must be completed and submitted together with your tender if it is in excess of R 10 000.**
- **An original or certified copy of the B-BBEE certificate, or certified Sworn Affidavit must be submitted with your offer. If it's not an original or certified copy it will not be taken into**

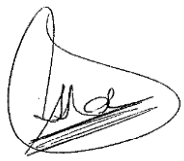
consideration for preference points. The municipality may request the audited annual financial statements of potential service providers to verify information submitted.

- **A valid tax compliance pin number on an official document of SARS in order for the municipality to verify tax compliance, must accompany all tenders.**
- The lowest or only tender will not necessarily be accepted.
- **Potential service providers must be registered on the Central Supplier Database**.
- Potential service providers who were found guilty of fraud or corruption or who willfully neglected reneged on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.
- Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, might be excluded from this process. **Please submit a municipal account (not older than 3 (three) months) as proof of payment with your tender. If the bidder is not responsible for municipal rates, a Sworn Affidavit must be submitted which indicate the reasons why a municipal account cannot be submitted and or a Lease Agreement.**
- No late, faxed or e-mailed tenders will be accepted.
- Potential service providers may be subject to security screening.

NB: No tenders will be considered from persons in the service of the state.

Failure to comply with these conditions may invalidate your offer.

The Municipality reserves the right to cancel or withdraw the request for tenders at anytime without prior notice.



11/10/2024

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Mr SC ADMAS
MUNICIPAL MANAGER **DATE**

T1.1 TENDER DATA

Sub Clause	Description
	The tender data are standard conditions of tender as contained in Annex F of SANS 294:2004. The standard conditions of tender for procurements make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard condition of tender. Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.
F.1.1	The employer is **NAMAKWA DISTRICT MUNICIPALITY**
F.1.2	The tender documents issued by the employer comprise: **TENDER PROCEDURES** **Part T1: Tender Procedures** T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data **Part T2: Returnable Documents** T2.1 List of Returnable Documents T2.2 Returnable Schedules **CONTRACT** **Part C1: Agreement and Contract Data** C1.1 Contract form – Rendering of Services (MBD 7.2) C1.2 Contract Data **Part C2: Pricing data** C2.1 Pricing Instructions C2.2 Activity Schedule **Part C3: Scope of Works** C3.1 Introduction C3.2 Description of Works C3.3 Reporting Requirements C3.4 Applicable Standards **Part C4: Site Description** **Annexure A:** Evaluation Criteria for Quality (Functionality)
F.1.4	THE EMPLOYER'S AGENT IS: Name… **Mr. M Bowers** Address… **Van Riebeeck Street, Private Bag X20, SPRINGBOK, 8240** Tel: … **(027) 712 8000 Fax**: **(027) 712 8040** E-mail… marshallb@namakwa-dm.gov.za
F.2.1	Only those service providers who satisfy the following eligibility criteria are eligible to submit tenders: • Must score the minimum point of 75 out of 100 for Quality.

	• The employer shall not award a contract to any Bidder that does not hold valid **Professional Indemnity (PI) insurance** providing cover in an amount of not less than twice the professional fee amount Tendered by the Bidder; this will be valid in respect of each and every claim during the period of insurance as per project. Proof of insurance must be submitted with the Tender. The Municipality will not be held liable for any claims whatsoever, arising directly or indirectly due to errors made by the appointed Engineer in his overall design, Bill of Quantities, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements/approvals not obtained or complied with. • Service Providers whose Tax matters are in order with SARS. (**A valid tax compliance pin number on an official document of SARS must be submitted with your bid to verify tax compliance)** • Must be registered on the Central Suppliers Database (CSD) of government. • Directors of the service provider must not be in service of the state. • Service provider must not have been found guilty of fraud or corruption during the past 5 years. • Service provider must not have willfully neglected, reneged on or failed to comply with any government contract during the past 5 years. • The service provider's municipal bill must be paid up or payment arrangement must be in place with the respective Local Municipality.
F.2.7	No compulsory site meeting will be held. Bidders must provide their contact details to Mr. M Bowers of the municipality when they download the document from the municipal website or the e-tender portal. This is important to ensure that Addendums reach all Bidders should there be any. If these details are not provided and an Addendum does not reach the potential bidder, your bid will be considered incomplete and will not be evaluated further.
F2.9	The employer does not provide insurance of any kind.
F2.10.1	The Bidder must include the rates, prices and the tendered total of the prices, all duties, taxes (except VAT) and other levies payable per Civil Engineering Discipline as set out in the Activity Schedule. **Although a Bidder might bid for all the categories the municipality reserves the right to only appoint the bidder for a specific category of works.**
F2.10.3	Rates and prices will be subject to adjustment in line with Consumer Price Index of South Africa. The relevant scope of works per project and tendered fees will also be used as baseline reference to adjust prices.
F2.13.1	Only **one** (1) tender per tenderer or involvement in **one** (1) joint venture is permitted. This does not apply to sub-contracting or the tenderer service provider. Should an entity appear in more than one joint venture, each tender in which the entity appears will be deemed non-responsive.
F2.13.3	Only the original tender document with original signatures and original returnable documents is to be submitted, the tender document is not to be dismantled and any additional documents are to be securely attached to the relevant page in the tender. Any additional documentation is to be bound into a separate document which is to include clear reference to its contents in relation to the actual tender document.
F.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. Also note a formal letter to the client specifying and confirming the liable tenderer should accompany the tender document.
F.2.13.5	The employer's address for delivery of tenders is: Location of tender box: **NAMAKWA DISTRICT MUNICIPAL OFFICES**……. Physical address: ……..**HENDRIK VISSER BUILDING, VAN RIEBEECK STREET**..... ……..**SPRINGBOK, 8240**……

	Identification details**:** **PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTI DISCIPLINARY PROJECTS FOR A PERIOD OF THREE (3) YEARS**
F.2.15	The closing time and date for submission of tenders is: **12:00 on 15 November 2024**
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tenders will not be accepted. Electronic signatures on documentation will also not be accepted.
F.2.16	The tender validity period is **90 days**.
F.2.23	The following certificates are to be provided: • Proof of CESA registration • Proof of ECSA registrations (As required and stipulated in the quality criteria) • A valid tax compliance pin number on an official document of SARS • An original or certified B-BBEE certificate, or certified Sworn Affidavit (in order to be eligible for preference points) • Municipal bill (or Sworn Affidavit or a Lease Agreement when renting) • All relevant documentation for evaluation of quality/functionality criteria (see tender data clause 3.11 and Annexure 1.) • Proof of professional indemnity insurance • CV's where relevant or indicated
F.3.11.	The Procedure for evaluation of responsive tenders is: Methods: …**4**……. (Financial Offer, Preferences and Quality/Functionality). The financial offer will be scored using Formula 2 of table 4 (SANS 294:2004) where the value of W1 is: - 80 where the financial value inclusive of VAT of one or more responsive tenders equals or is less than R 50 000 000-00. Up to 20 evaluation points, based on the B-BBEE status level of a service provider, will be awarded to the service provider who submit a valid B-BBEE status level verification certificate.
F.3.11	The minimum number of evaluation points for quality is 75 out of a 100. Only tenderers who score the minimum score for quality will be eligible for further evaluation. The minimum sub score must also be scored as indicated on Annexure 1.
F.3.11	Tenders will be evaluated on quality criteria and a maximum score in respect of each of the criteria as follows: (see FUNCTIONALITY CRITERIA ANNEXURE 1 FOR A DETAILED BREAKDOWN) • Description of General Quality Criteria – 60 points • Description of Project Discipline Quality Criteria – 30 points • Locality (in the Namakwa District) – 10 points
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1.

T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tender, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested.

T2.1 LIST OF RETUNABLE DOCUMENTS

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES *(Included hereafter for completion)*

MBD 1	:	Invitation to bid and terms of conditions for bidding
MBD 3.1	:	Pricing Schedule – Firm Prices
MBD 4	:	Declaration of Interest
MBD 6.1	:	Preference Points Claim Form - in terms of the Preferential Procurement Regulations 2022
MBD 7.1	:	Contract Form – Purchase of Goods/Works
MBD 8	:	Declaration of Bidders past Supply Chain Management Practices
MBD 9	:	Certificate of Independent Bid Determination

T2.2 LIST OF RETURNABLE SCHEDULES

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES
(To be attached with submission)

Schedule 1A	: Consulting Engineers South Africa Registration
Schedule 1B	: A valid tax compliance pin number on an official document of SARS in order for the municipality to verify tax compliance must be submitted with the tender document.
Schedule 1C	: B-BBEE status level verification certificate (original or certified copy or certified sworn affidavit)
Schedule 1D	: Municipal bill (or Sworn Affidavit or a Lease Agreement when renting)
Schedule 1E	: Proof of Professional Indemnity insurance.
Schedule 1F	: All relevant documentation for evaluation of quality/functionality (see tender data (F3.11) and Annexure 1.)

TENDER 34/2024

NAMAKWA DISTRICT MUNICIPALITY

PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

MBD 1: INVITATION TO BID AND TERMS OF CONDITIONS FOR BIDDING

MBD 1

NAMAKWA DISTRICT MUNICIPALITY
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KHAI - MA MUNICIPALITY					
BID NUMBER:	**TENDER 34/2024**	CLOSING DATE:	**15 November 2024**	CLOSING TIME:	12H00
DESCRIPTION:	**PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.2).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *STREET ADDRESS*

NAMAKWA DISTRICT MUNICIPALITY
HENDRIK VISSER BUILDING
VAN RIEBEECK STREET
SPRINGBOK
8240

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	FINANCE (SCM)	CONTACT PERSON	Marshall Bowers
CONTACT PERSON	Chaldon Osborne	TELEPHONE NUMBER	027 712 8000
TELEPHONE NUMBER	027 712 8000	FACSIMILE NUMBER	027 712 8040
FACSIMILE NUMBER	027 712 8040	E-MAIL ADDRESS	marshallb@namakwa-dm.gov.za
E-MAIL ADDRESS	chaldono@namakwa-dm.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
1.3. THIS BID IS SUBJECT TO 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: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……

TENDER 34/2024

NAMAKWA DISTRICT MUNICIPALITY

PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

MBD 4: DECLARATION OF INTEREST

NAMAKWA DISTRICT MUNICIPALITY

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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, hareholder[2]):……..

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. ……

……..

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

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

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.……...……..

…….

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

3.10.1 If yes, furnish particulars.
……
……..

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

3.11.1 If yes, furnish particulars
……
…….....

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

3.12.1 If yes, furnish particulars.
…….
…….

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

3.13.1 If yes, furnish particulars.
……
……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
……..
……..

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

Full Name	**Identity Number**	**State Employee Number**

…….. ……..
Signature **Date**

……. ……
Capacity **Name of Bidder**

TENDER 34/2024

NAMAKWA DISTRICT MUNICIPALITY

PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

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

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2

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

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

(a) Price; and

(b) **Locality of supplier; and**

(c) **B-BBEE**

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY OF SUPPLIER	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
TOTAL POINTS FOR PRICE, LOCALITY OF SUPPLIER AND B-BBEE	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

then the organ of state must indicate the points allocated for locality of supplier and B-BBEE for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within borders of Northern Cape	2	4		
Within borders of Namakwa District Municipality	3	6		
B-BBEE status level of contributor	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……..
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

TENDER 34/2024

NAMAKWA DISTRICT MUNICIPALITY

PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES

MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES

NAMAKWA DISTRICT MUNICIPALITY

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…….…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 …….

2 …….

DATE: ……..

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……..……
accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT …… ON ……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

DATE: ……..

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PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

MBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

NAMAKWA DISTRICT MUNICIPALITY

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	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**

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PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NAMAKWA DISTRICT MUNICIPALITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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.

MBD 9

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 consortium[3] 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

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PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

SCHEDULE 1A

ENGINEERING COUNCIL OF SOUTH AFRICA REGISTRATION (ECSA) & VERIFIABLE CV's
(Please attach here)

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SCHEDULE 1B

A VALID TAX COMPLIANCE PIN NUMBER ON AN OFFICIAL DOCUMENT OF SARS IN ORDER FOR THE MUNICIPALITY TO VERIFY TAX COMPLIANCE

(Please attach here)

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SCHEDULE 1C

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (ORIGINAL OR CERTIFIED COPY OR SWORN AFIDAVIT)

(Please attach here)

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SCHEDULE 1D

MUNICIPAL BILL (OR SWORN AFFIDAVIT OR A LEASE AGREEMENT WHEN RENTING)

(Please attach here)

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SCHEDULE 1E

PROOF OF PROFESSIONAL INDEMNITY INSURANCE

(Please attach here)

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SCHEDULE 1F

ALL RELEVANT DOCUMENTATION FOR EVALUATION OF QUALITY/FUNCTIONALITY

(Please attach here)

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C1.2 CONTRACT DATA

CONTRACT DATA FOR:

PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract are the Standard Professional Services Contract (September 2005) published by the Construction Industry Development Board (CIDB). Copies are available on the CIDB website at www.cidb.org.za and are also available from the office of the Employer.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Compulsory Data

Ref Clause	DESCRIPTION
Clause 1	The name of the Employer is **NAMAKWA DISTRICT MUNICIPALITY**
Clause 1	The address of the Employer is: Name: ……**NAMAKWA DISTRICT MUNICIPALITY**……. Address: …**HENDRIK VISSER BUILDING, VAN RIEBEECK STREET, SPRINGBOK, 8240** …….. Tel: **027 712 8000** Fax: **027 712 8040** E-mail: ……**info@namakwa.org.za**
Clause 1	**The Project is:** **PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS**
Clause 1	The period of Performance is …3 years……..
Clause 3.1.4	The Program shall be submitted within 14 days of the award of a contract.
Clause 3.4 & 4.3.2	The authorized & designated representative of the employer is Mr. M Bowers
Clause 3.5	The location of Performance of the project is in Namakwa District Municipal Area.
Clause 3.6	The service provider may not release public or media statements or publish material relating to the services or project under any circumstances.
Clause 4.7	The Pricing Strategy is Actual cost incurred.
Clause 8.1	The Service Provider is to commence the performance of the services within 14 days of the date the contract becomes effective.
Clause 8.2.1	The Contract is concluded when all deliverables per project appointed for each municipal financial year is completed successfully.

Clause 9.1	Copyright of documents prepared for the project shall be vested with the employer.
Clause 12.1	Interim settlement of disputes to be by mediation / ~~adjudication~~
Clause 12.2/12.3	Final settlement is by ~~litigation~~ / arbitration
Clause 12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the employer.
Clause 13.6	The provisions of 13.6 do not apply to the contract
	A maximum variation of 20% (up or downwards) for the contract price is applicable for this contract.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Ref Clause	DESCRIPTION
Clause (1)	The name of the Service Provider is ……..…..…….
Clause (1)	The address of the Service Provider is: Name: …….....…….……. Address: …….....…….…….. …….....…….. Tel: …….....……..… Fax: …….....……. E-mail: …….....…….
Clause 1	The period of performance is: …….
Clause 5.3	The authorized and designated representative of the service provider is: Name:.....

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C2.1: PRICING INSTRUCTIONS

The offered Tender amounts shall be based on the estimate values given in the project tables, keeping in mind that these values are given for comparative calculation only. That the budget amounts for the construction projects in the Pricing Schedules must be taken as the Cost of Works value, excluding of VAT for the purposes of determining the fee.

Direct costs (claimed as Recoverable Expenses) offered by the Bidder are to be calculated based on the given information and should exclude any costs towards the appointment of specific expertise such as geotechnical, environmental or safety consultants or surveyors, etc. This is for the recoverable expenses such as disbursements that include for expenses such as travel (also for site supervision), accommodation, typing, copying, printing, additional testing etc. that will be required during the project, not covered elsewhere.

The latest Guideline Scope Services and Tariff of Fees used for Persons in Terms of the Engineering Profession Act, 2000, Clause 3.2, as published in Government Gazette shall be used as a basis for the fee calculations.

The contract price must specify all travel and subsistence costs, as a general rule the contract price must include all travel and subsistence cost

As stated in the Tender part of this document, a maximum of 10% (ten %) discount on the standard “basic” fees, category factors as well as other allowable additional fees combined may be offered by the Bidder. Should a Bidder choose to offer any discount this discount should however not be conditional.

Specific ECSA rates towards site supervision will be taken at the time of construction. Any “category factors” foreseen and allowed, such as provision for additional fees for Reinforced concrete and structural steel work will be as specified by ECSA.

The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Employer for the work described under the various payment items. Such amounts shall cover all the costs and expenses that may be required for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the Tender documents***. A final contract price shall only be negotiated when the specific scope of work for a relevant discipline of engineering works was identified for implementation by the client. The final contract price for professional fees, based on the specific scope of work, will be authorised by the Accounting Officer of the municipality on part 2 of the contract form (MBD 7.2 – Rendering of Services)***

The Bidder shall take into consideration when providing rates that he shall act as the Employer’s Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003. Costs towards an individual safety consultant may be provided from the construction Tenders, not to be financed by the Bidder.

The Employer reserves the right to reduce or increase the scope of works according to the budget, or to terminate this contract, without payment of any penalty in this regard. The Bidder shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.

C2.2 ACTIVITY SCHEDULE

(a) Roads and Storm water project category (R8 500 000 budget (Estimate))	
1. ECSA Fees as per latest ECSA fee calculator	**R .....**
2. Discount offered on fees (Maximum of 10% allowed) (Not Compulsory)	**%**
3. Fees Offered (Basic fee in item 1, less discount (if any) in item 2)	**R .....**
Recoverable Expenses (Disbursements): Must also include all supervision travel	
4. Provisional Sum: Rates will Department of Public Works. Kilometers will be measured from SPRINGBOK CBD.	**R 50 000.00**
5. Discount offered (if any) on Item 4 (No limit on Discount)	**%**
6. Recoverable expenses (Item 4, less discount in item 5)	
Site Supervision	
7. Provisional Sum: Hourly rates will be determined according to ECSA Guidelines	**R 300 000.00**
Allowances for services by others	
8. Provisional Sum: Example Surveyor, EAP, ECO, OHS, etc.	**R 100 000.00**
9. Percentage Markup	**%**
10. Costs (Item 8, plus item 9)	
11. **Net amount (VAT exclusive) = 3+6+7+10**	
12. **15% VAT**	
13. **TOTAL OFFER (VAT INCLUSIVE) = 11+12**	

(b) Water & Wastewater treatment facilities/plants project category (R14 000 000 budget (Estimate))	
1. ECSA Fees as per latest ECSA fee calculator	**R.....**
2. Discount offered on fees (Maximum of 10% allowed) (Not Compulsory))	**%**
3. Fees Offered (Basic fee in item 1, less discount (if any) in item 2)	**R.....**
Recoverable Expenses (Disbursements): Must also include all supervision travel	
4. Provisional Sum: Rates will be Department of Public Works. Kilometers will be measured from SPRINGBOK CBD.	**R 50 000.00**
5. Discount offered (if any) on Item 4 (No limit on Discount)	**%**
6. Recoverable expenses (Item 4, less discount in item 5)	
Site Supervision	
7. Provisional Sum: Hourly rates will be determined according to ECSA Guidelines	**R 300 000.00**
Allowances for services by others	
8. Provisional Sum: Example Surveyor, EAP, ECO, OHS, etc.	**R 100 000.00**
9. Percentage Markup	**%**

10. Costs (Item 8, plus item 9)	
11. **Net amount (VAT exclusive) = 3+6+7+10**	
12. **15% VAT**	
13. **TOTAL OFFER (VAT INCLUSIVE) = 11+12**	

(c) Bulk water and sewer networks and internal reticulation project category (R14 000 000 budget (Estimate))	
1. ECSA Fees as per latest ECSA fee calculator	**R .....**
2. Discount offered on fees (Maximum of 10% allowed) (Not Compulsory)	**%**
3. Fees Offered (Basic fee in item 1, less discount (if any) in item 2)	**R .....**
Recoverable Expenses (Disbursements): Must also include all supervision travel	
4. Provisional Sum: Rates will be Department of Public Works. Kilometers will be measured from SPRINGBOK CBD.	**R 50 000.00**
5. Discount offered (if any) on Item 4 (No limit on Discount)	**%**
6. Recoverable expenses (Item 4, less discount in item 5)	
Site Supervision	
7. Provisional Sum: Hourly rates will be determined according to ECSA Guidelines	**R 300 000.00**
Allowances for services by others	
8. Provisional Sum: Example Surveyor, EAP, ECO, OHS, etc.	**R 100 000.00**
9. Percentage Markup	**%**
10. Costs (Item 10, plus item 11)	
11. **Net amount (VAT exclusive) = 3+6+7+10**	
12. **15% VAT**	
13. **TOTAL OFFER (VAT INCLUSIVE) = 11+12**	

(d) Landfill Sites project category (R3 000 000 budget (Estimate))	
1. ECSA Fees as per latest ECSA fee calculator	**R .....**
2. Discount offered on fees (Maximum of 10% allowed) (Not Compulsory)	**%**
3. Fees Offered (Basic fee in item 1, less discount (if any) in item 2)	**R .....**
Recoverable Expenses (Disbursements): Must also include all supervision travel	
4. Provisional Sum: Rates will be Department of Public Works. Kilometers will be measured from SPRINGBOK CBD.	**R 50 000.00**
5. Discount offered (if any) on Item 4 (No limit on Discount)	**%**
6. Recoverable expenses (Item 4, less discount in item 5)	

Site Supervision	
7. Provisional Sum: Hourly rates will be determined according to ECSA Guidelines	**R 300 000.00**
Allowances for services by others	
8. Provisional Sum: Example Surveyor, EAP, ECO, OHS, etc	**R 100 000.00**
9. Percentage Markup	**%**
10. Costs (Item 10, plus item 11)	
11. Net amount (VAT exclusive) = 3+6+7+10	
12. 15% VAT	
13. TOTAL OFFER (VAT INCLUSIVE) = 11+12	

(e) Sport Facilities Project category (R5 000 000 budget (VAT Exclusive))	
1. ECSA Fees as per latest ECSA fee calculator	**R** .....
2. Discount offered on fees (Maximum of 10% allowed) (Not Compulsory)	**%**
3. Fees Offered (Basic fee in item 1, less discount (if any) in item 2)	**R** .....
Recoverable Expenses (Disbursements): Must also include all supervision travel	
4. Provisional Sum: Rates will be Department of Public Works. Kilometers will be measured from SPRINGBOK CBD.	**R 50 000.00**
5. Discount offered (if any) on Item 4 (No limit on Discount)	**%**
6. Recoverable expenses (Item 4, less discount in item 5)	
Site Supervision	
7. Provisional Sum: Hourly rates will be determined according to ECSA Guidelines	**R 300 000.00**
Allowances for services by others	
8. Provisional Sum: Example Surveyor, EAP, ECO, OHS, etc	**R 100 000.00**
9. Percentage Markup	**%**
10. Costs (Item 10, plus item 11)	
11. Net amount (VAT exclusive) = 3+6+7+10	

12. 15% VAT	
13. TOTAL OFFER (VAT INCLUSIVE) = 11+12	

(f) Electrical Engineering services Project category (R5 000 000 budget (VAT Exclusive))	
1. ECSA Fees as per latest ECSA fee calculator	**R** .....
2. Discount offered on fees (Maximum of 10% allowed) (Not Compulsory)	**%**
3. Fees Offered (Basic fee in item 1, less discount (if any) in item 2)	**R** .....
Recoverable Expenses (Disbursements): Must also include all supervision travel	
4. Provisional Sum: Rates will be Department of Public Works. Kilometers will be measured from SPRINGBOK CBD.	**R 50 000.00**
5. Discount offered (if any) on Item 4 (No limit on Discount)	**%**
6. Recoverable expenses (Item 4, less discount in item 5)	
Site Supervision	
7. Provisional Sum: Hourly rates will be determined according to ECSA Guidelines	**R 300 000.00**
Allowances for services by others	
8. Provisional Sum: Example Surveyor, EAP, ECO, OHS, etc	**R 100 000.00**
9. Percentage Markup	**%**
10. Costs (Item 10, plus item 11)	
11. Net amount (VAT exclusive) = 3+6+7+10	
12. 15% VAT	
13. TOTAL OFFER (VAT INCLUSIVE) = 11+12	

TENDER 34/2024

NAMAKWA DISTRICT MUNICIPALITY

PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

PART C3: SCOPE OF WORK

C3.1 INTRODUCTION

The purpose of this tender is to appoint Professional Consulting Engineering firms which will serve on a panel of engineers to provide Civil and related Engineering services (Water, Sewer, Roads & Stormwater, Landfill Sites, Sport Facilities and Electrical engineering services) for various projects in the Namakwa District Municipal jurisdiction to be executed on behalf of Nama District Municipality for a period of three (3) years from appointment date.

C3.2 DESCRIPTION OF WORKS

Category 1:	Roads and Storm water
Category 2:	Water & Wastewater treatment facilities/plants
Category 3:	Bulk water and sewer networks and internal reticulation
Category 4:	Landfill Sites
Category 5:	Sport Facilities
Category 6:	Electrical Engineering services

C3.3 EMPLOYER OBJECTIVES

It is the objective of Namakwa District Municipality to employ a panel of suitably qualified and experienced Professional Consulting Engineering firms to perform professional services for the Categories listed in clause C3.2 over a three-year period. The client reserves the right to appoint a service provider for any category and the appointment per category shall be based on the availability of funding and the municipal priority.

C3.4 OVERVIEW OF THE WORKS

The services to be provided will be for normal services as described in the latest ECSA Guideline Professional Fees (Scope of Services and Tariff of Fees for persons registered in terms of the Engineering Professions Act, 46 of 2000) and will include but not limited to the following (and for all multi-disciplinary categories as indicated):

- **STAGE 1: Inception**
- **STAGE 2: Concept and Viability (Preliminary Design)**
- **STAGE 3: Design Development (Detailed Design)**
- **STAGE 4: Documentation and Procurement**
- **STAGE 5: Contract Administration and Inspection**
- **STAGE 6: Close Out**

C3.5 EXTEND OF THE WORKS

C3.5.1 STAGE 1: Inception

1) Assist in developing a clear project brief
2) Attend project initiation meetings
3) Advise on procurement policy for the project
4) Advise on the rights, constraints, consents and approvals
5) Define the scope of services and scope of work required
6) Conclude the terms of the agreement with the client
7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigation where such information will be required for Stage 2 including the availability and location of infrastructure and services
8) Determine the availability of data, drawings and plans relating to the project
9) Advise on criteria that could influence the project life cycle cost significantly
10) Provide necessary information within the agreed scope of the project to other consultants involved

C3.5.2 STAGE 2: Concept and Viability (Preliminary Design)

1) Agree documentation programme with principal agent or consultant and other consultants involved
2) Attend design and consultants meeting
3) Establish the concept design criteria
4) Prepare initial concept design and related documentation
5) Advise the client regarding further surveys, analyses, tests and investigations which may be required
6) Establish regulatory authorities' requirements and incorporate into the designs
7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
8) Establish access, utilities, services and connections required for the design
9) Participate in coordinated design interfaces with architect or other consultants involved
10) Prepare preliminary designs, and related documentation for approval by authorities and client and suitable for costing
11) Provide cost estimates and life cycle as required
12) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved

C3.5.3 STAGE 3: Design Development (Detailed Design)

1) Review documentation programme with principal consultant and other consultants involved
2) Attend design and consultants' meetings
3) Incorporate client's and authorities' detailed requirements into the design
4) Incorporate other consultant's design and requirements into the design
5) Prepare design development drawings including draft technical details and specifications
6) Review and evaluate design and outline specification and exercise cost control
7) Prepare detailed estimates of construction cost
8) Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved
9) Submit the necessary design documentation to local and other authorities for approval

C3.5.4 STAGE 4: Documentation and Procurement

1) Attend design and consultants meeting
2) Prepare specifications and preambles for the works
3) Accommodate services design
4) Check cost estimates and adjust designs and documents if necessary to remain within budget
5) Formulate the procurement Strategy for contractors or assist the principal consultant where relevant
6) Prepare documentation for contractor procurement
7) Review designs, drawings and schedules for compliance with approved budget
8) Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant
9) Liaise, co-operate and provide necessary information to the principal consultant and other consultants as required
10) Evaluate tenders
11) Prepare contract documentation for signature
12) Assess samples and products for compliance and design intent
13) Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others

C3.5.5 STAGE 5: Contract Administration and Inspection

1) Facilitate and attend site handover
2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections
3) Carry out contract administration procedures in terms of the contract
4) Prepare schedules of predicted cash flow
5) Prepare pro-active estimates of proposed variations for client decision making
6) Facilitate and attend regular site, technical and progress meetings
7) Inspect works for conformity to contract documentation
8) The review the outputs of quality assurance and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
9) Adjudicate and resolve financial claims by contractors
10) Assist in the resolution of contractual claims by the contractor
11) Establish and maintain a financial control system
12) Clarify details and descriptions during construction as required
13) Prepare valuations for payment certificates to be issued by the principal agent
14) Witness and review all tests and mock-ups carried out on site
15) Check and approve contractor drawings for compliance with contract documents
16) Update and issue drawings register
17) Issue contract instructions as and when required
18) Review and comment on operation and maintenance manuals, guarantee certificates and warranties
19) Inspect the works and issue practical completion and defects lists
20) Arranging for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals
21) Assist Namakwa District Municipality with Grant reporting in line with the Division of Revenue Act (DORA) requirements

C3.5.6 STAGE 6: Close Out

1) Inspect and verify the rectification of defects
2) Receive, comment and approve relevant payment valuations and completion certificates
3) Prepare and/or procure operations and maintenance manuals, guarantees and warrantees
4) Prepare and/or procure as-built drawings and documentation
5) Conclude the final accounts where relevant

C3.5.7 ADDITIONAL SERVICES

Additional to the normal services provided by the Bidder in line with the latest ECSA Guideline Professional Fees (Scope of Services and Tariff of Fees for persons registered in terms of the Engineering Professions Act,46 of 2000), unless specifically agreed otherwise between the Bidder and the employer. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

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PART C4: SITE INFORMATION

The Namakwa District Municipality (NDM) is situated in the north-western corner of South Africa and borders the Atlantic Ocean to the west, Namibia to the north, and Western Cape Province to the South. The district is one (1) of five (5) districts in the Northern Cape Province and is situated in the western part of the province. The Namakwa District is the largest district geographically in South Africa. The NDM comprises of the following six (6) local municipalities:

- Richtersveld
- Nama Khoi
- Khai-Ma
- Kamiesberg
- Hantam
- Karoo Hoogland

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PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

ANNEXURE 1: EVALUATION CRITERIA FOR QUALITY/FUNCTIONALITY

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PROCUREMENT OF PROFESSIONAL SERVICE PROVIDERS (PSP) TO SERVE ON PANEL OF PROFESSIONAL CONSULTING ENGINEERS FOR MULTIDISCIPLINARY PROJECTS FOR A FOR A PERIOD OF THREE (3) YEARS

FUNCTIONALITY CRITERIA

- Tenders will be evaluated for quality as in the tender data clause F3.11.5
- Bidders that score less than 75 out of 100 points for the Quality criteria will be regarded as submitting a non-responsive tender and will not be evaluated further for price and preference points.
- Unclear or incomplete information provided will result in no points being allocated. **(Ensure that the stipulated information is provided. Proposed formats are provided)**
- The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful evaluation of quality provided that the information does not change the competitive advantage of the Bidder.
- Quality evaluation will be done per disciplined tendered for and supporting documentation must be submitted accordingly.
- The following criteria will be used to calculate points for the quality evaluation of tenders and bidders should ensure that they submit all relevant information needed for evaluation

(NB *should tables be too small for completion, make a replica, complete and staple to page where applicable and indicate on document table as "see attached")

Table 1: Quality/Functionality Criteria

CRITERIA		MAXIMUM POINTS	BIDDER SCORE
1	**Description of General Quality Criteria (excluding project specific criteria as indicated below)**	**60**	
2	**Description of Project Discipline Quality Criteria**	**30**	
3	**Locality**	**10**	
	TOTAL	**100**	

Quality criteria are further divided as follow and points will be awarded as indicated below:

(NB. The page number as to where information can be obtained relevant to each criterion, must be provided in the column in the table with the heading "(Page number) to supporting documentation". This is important for the evaluation committee to do a meaningful evaluation.)

Table 2: Criterion 1: Score Sheet

DESCRIPTION	MAXIMUM NUMBER OF POINTS PER CATEGORY	BIDDER SCORE	REFERENCE PAGE NR (FOR SUPPORTING DOCS)
a) <u>Permanent Employment (refer to summary below for a detailed description)</u> Organisation and support personnel resources	**25**		

Management (ECSA - Registered professionals)	Pr Engineer/Pr Technologist	3 to 5 Years	1	MAX POINTS (6)
		5 to 10 Years	3	
		> 10 Years	6	
ECSA/SACPCMP Registered professionals (Management staff not included)	Pr Engineer	3 to 5 Years	4	MAX POINTS (15)
		5 to 10 Years	6	
		> 10 Years	8	
	Pr Technologist	3 to 5 Years	2	
		5 to 10 Years	3	
		> 10 Years	7	
	Pr Technician	3 to 5 Years	1	
		5 to 10 Years	2	
		> 10 Years	3	
	SACPCMP Professional	3 to 5 Years	2	
		5 to 10 Years	3	
		> 10 Years	5	
Supporting Technical personnel	Engineer and or Technologist		2	MAX POINTS (4)
	Technician		1	
	Draftsmen		1	

<table>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td>

b) <u>Experience in Region (Northern Cape Province)</u>

Points scored for every **Scope of Works** related project value successfully completed within the **Northern Cape Province** as per table below (of which Bidder was the consultant), through the entire project cycle (Stage 1 to Stage 6)

<table>
<tr><th>Construction Project Value</th><th>Nr of Projects</th><th>Max Points</th></tr>
<tr><td>>R500k< R1.5mil</td><td>1 Projects</td><td>1</td></tr>
<tr><td>>R1.5mil < R2.5mil</td><td>1 to 2 Projects (1.5 points per project)</td><td>3</td></tr>
<tr><td>>R2.5mil < R5mil</td><td>1 to 2 Projects (2 points per project)</td><td>4</td></tr>
<tr><td>>R5mil < R10mil</td><td>1 to 2 Projects (3 points per project)</td><td>6</td></tr>
<tr><td>>R10mil</td><td>1 to 2 Projects (5 points per project)</td><td>10</td></tr>
</table>

Provide a detailed list of relevant projects completed with the project description and region on inserted table. Reference letters from clients must be provided.

(NB the maximum score is 10. If the score amounts to 26 for example you only score 10 for the category)

</td><td>**10**</td><td></td><td></td></tr>
<tr><td>

c) <u>Knowledge of Municipal Environment</u>

Points scored for every **Scope of Works** related project value successfully completed for a **municipal client** as per table below (of which Bidder was the consultant), through the project cycle (Stage 1 to Stage 6)

</td><td>**15**</td><td></td><td></td></tr>
</table>

Construction Project Value	Nr of Projects	Max Points
>R500k< R1.5mil	1 Projects (1 point per project)	1
>R1.5mil < R2.5mil	1 to 2 Projects (1.5 points per project)	3
>R2.5mil < R5mil	1 to 2 Projects (2 points per project)	4
>R5mil < R10mil	1 to 3 Projects (4 points per project)	12
>R10mil	1 to 3 Projects (5 points per project)	15

Provide a reference letter on the municipal letter head with details of relevant projects successfully completed with project description and project values as evidence. **The projects must be different projects than the projects listed in category 1(b) above**

(NB the maximum score for the category is 15. If the score amounts to 18 for example the Bidder only score 15 points for the category)

d) <u>Professional Bodies</u>
Registration of company with CESA / SABTACO
3 points will be given for registration at Consulting Engineers South Africa (CESA) / South African Black Technical and Allied Careers Organisation (SABTACO)

(Please attached proof of registration)

3

<u>e) Labour Intensive Project Experience</u>
Trained employee (only one required) with knowledge of labour-intensive construction (LIC) methods
2 points for an in-office employee with NQF 7 certification in labour intensive construction

2

f) Quality Assurance Quality assurance systems which ensure compliance with stated employer's requirements • 5 points for ISO 9001: Certification/application • 1 point for full implementation of CESA / SABTACO administrative system or equivalent quality management system	**5**		
TOTAL EVALUATION POINTS FOR GENERAL QUALITY CRITERIA	**60**		

CRITERION 1 (a): DESCRIPTION OF GENERAL QUALITY CRITERIA: PERMANENT EMPLOYMENT

The Tenderer must have the key personnel in his permanent employment as stipulated in the breakdown at the close of bid in order to qualify for the quality evaluation points.

The key personnel must be registered with the Engineering Council of South Africa (ECSA) and the South African Council for the Project and the Construction Management Profession (SACPCMP) as stipulated in the breakdown.

Proof of Qualifications and registration status of key permanent personnel must be provided in order to be evaluated for Quality. Please ensure that detailed supporting documents are provided and also reference where the supporting documents can be obtained in your document.

Table 3: Category 1 a: Example for supporting document format (Pr certificate to be attached)

Name	Job Title	Qualification	ECSA or SACPCMP Reg Nr	Nr of years relevant experience

CRITERION 1(b): DESCRIPTION OF GENERAL QUALITY CRITERIA: EXPERIENCE IN REGION

Detailed summary list must be provided with the Tender Submission, which must have sufficient detail to indicate relevant projects (As per Scope of Works) completed by the Bidder, through the entire project value cycle (Stage 1 to Stage 6), within the Northern Cape Province.

Bidders must provide a reference letter from the employer/ client for all summary of work provided in Table 4. **Failure to do this will result in the bidder to be regarded as non- responsive.**

Table 4: Example for list of regional projects successfully completed:

Project Description	Town & Municipality	Summary of work/Scope of work	Project Value

CRITERION 1(c): DESCRIPTION OF GENERAL QUALITY CRITERIA: KNOWLEDGE OF MUNICIPAL ENVIRONMENT

Detailed summary list must be provided with the Tender Submission, which must have sufficient detail to indicate related municipal projects (As per Scope of Works) completed by the Bidder, through the entire project value cycle (Stage 1 to Stage 6).

Bidders must provide a reference letter on the municipal letter head with details of relevant projects successfully completed with project description and project values as evidence from the employer/ client for all summary of work provided in Table 5. **Failure to do this will result in the bidder to be regarded as non- responsive.**

Table 5: Example for Projects successfully completed for Municipal Clients:

Project Description	Town & Municipality	Summary of work/Scope of work	Project Value

CRITERION 1(d): DESCRIPTION OF GENERAL QUALITY CRITERIA: PROFESSIONAL BODIES

It is generally expected that a consulting engineering company should function under the umbrella of CESA / SABTACO. A copy of membership registration must be provided with the Tender submission, which must clearly indicate the current registration of the Bidder.

Table 6: Company registration with CESA / SABTACO or relevant professional bodies

Date of registration	Registration number	Name of registered company

CRITERION 1(e): DESCRIPTION OF GENERAL QUALITY CRITERIA: LABOUR INTENSIVE PROJECT EXPERIENCE

In-office trained personnel (one person required) with knowledge of Labour-Intensive Projects / Labour Intensive Construction (LIC) and/or Extended Public Works Programme (EPWP) methods.

Due to high unemployment, maximum use of labour-intensive construction methods should be followed. It is therefore important that the Bidder have suitably qualified personnel with relevant training and experience to implement labour intensive construction methods.

Table 7: Example for evidence for LIC personnel

NQF Qualification obtained in Labour Intensive Construction	Name of staff member in office	Year completed

CRITERION 1(f): DESCRIPTION OF GENERAL QUALITY CRITERIA: QUALITY ASSURANCE

Quality assurance systems employed by the Bidder in his office in order to ensure compliance with stated employer's requirements ISO 9001: 2000 Certification is required**:** Bidders who are certified as being compliant to the International Organisation for Standardisation's ISO 9001: quality management standard or application with evidence of previously started process must be attached in order to qualify

Bidders who are following a quality management standard as set out by CESA/SABTACO may be considered for full application of this system. The extent of the use of this system must be attached in order to qualify for these points.

Table 8: Quality assurance system

Quality assurance system in office	Date of implementation / application
ISO 9001: Certification	
CESA / SABTACO system	

Note: Where the entity Tendering is a joint venture, provided one of these parties is ISO 9001: 2000 certified, and it has been indicated on the work plan submitted that the party will take responsibility for quality management and then the joint venture will be considered in this respect

CRITERION 2: DESCRIPTION OF PROJECT DISCIPLINE QUALITY CRITERIA

The Bidder must proof competence for each category of work to be procured as per the scope of work. **A project team must be provided** for the following categories in order to proof that the Bidder has the required skilled personnel for each category of works:

Category 1: Roads and Storm water
Category 2: Water & Wastewater treatment facilities/plants
Category 3: Bulk water and sewer networks and internal reticulation
Category 4: Landfill Sites
Category 5: Sport Facilities
Category 6: Electrical Engineering Services

The project team must include an experienced designer for the category of work as well as experienced personnel to perform the construction monitoring. Only the design personnel and construction monitoring personnel will be evaluated for quality.

Each project team per category must have a team leader with the relevant expertise in the specific discipline. The Bidder must provide proof of relevant experience. **One team leader for all categories will not be accepted.**

Table 9: Example format for Project Teams

Name	Job Title	Qualification	ECSA or SACPCMP Reg Nr	Nr of years relevant experience
Category 1: Roads and Storm water				
Category 2: Water & Wastewater treatment facilities/plants				
Category 3: Bulk water and sewer networks and internal reticulation				
Category 4: Landfill Sites				
Category 5: Sport Facilities				
Category 6: Electrical Engineering Services				

Table 10: Criterion 2: Score sheet

<table>
<tr><th>DESCRIPTION</th><th>MAXIMUM NUMBER OF POINTS</th><th>BIDDER SCORE</th><th>(PAGE NUMBER) TO SUPPORTING DOCUMENTATION</th></tr>
<tr><td>

(a) Design Experience

Expertise of design engineer per discipline **(must be a registered Professional Engineer / Technologist)**

Category 1: Roads and Storm water

A min of 5 years' relevant design experience required specific to the roads and storm water discipline in order to qualify for the discipline

<table>
<tr><td>Years' Experience</td><td>Point</td></tr>
<tr><td></td><td></td></tr>
</table>

Category 2: Water & Wastewater treatment facilities/plants (Waste Water Treatment must include conventional treatment and not only oxidation ponds.) Proof must be submitted

A min of 8 years' relevant design experience required specific to the Water & Wastewater treatment facilities/plants water discipline in order to qualify for the discipline

<table>
<tr><td>Years' Experience</td><td>Point</td></tr>
<tr><td></td><td></td></tr>
</table>

Category 3: Bulk water and sewer networks and internal reticulation

A min of 5 years' relevant design experience required specific to the Bulk water and sewer networks and internal reticulation water discipline in order to qualify for the discipline

<table>
<tr><td>Years' Experience</td><td>Point</td></tr>
<tr><td></td><td></td></tr>
</table>

Category 4: Landfill Sites

A min of 5 years' relevant design experience required specific to the landfill sites discipline in order to qualify for the discipline

<table>
<tr><td>Years' Experience</td><td>Point</td></tr>
<tr><td></td><td></td></tr>
</table>

Category 5: Sport Facilities

</td><td>**15**</td><td></td><td></td></tr>
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<table>
<tr>
<td>
A min of 5 years' relevant design experience required specific to the sport facilities discipline in order to qualify for the discipline in order to qualify for the discipline
<table>
<tr><td>Years' Experience</td><td>Point</td></tr>
<tr><td></td><td></td></tr>
</table>
Category 6: Electrical engineering Services
A min of 8 years' relevant design experience required for up to 66kV electrical infrastructure in order to qualify for the discipline (Some municipalities within the NDM has 11, 22, 33 & 66kV electrical networks)
<table>
<tr><td>Years' Experience</td><td>Point</td></tr>
<tr><td></td><td></td></tr>
</table>
Note.

A bidder must achieve the min required score for design experience in each category. If a bidder only bids for 1 category the bidder achieves the full 15 points for the category. If the bidder bids for all the categories the bidder also only scores the 15 points in total provided the min experience was scored per discipline. Although a Bidder might bid for all the categories the municipality reserves the right to only appoint the bidder for a specific category of works. The bidder must achieve the min required score for both design experience and construction monitoring in order to be eligible for a specific discipline.
</td>
<td></td>
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<tr>
<td>
(b) Construction Monitoring
Category 1: Roads and Storm water
A min of 5 years' relevant construction monitoring experience required
<table>
<tr><td>Years' Experience</td><td>Point</td></tr>
<tr><td></td><td></td></tr>
</table>
Category 2: Water & Wastewater treatment facilities/plants
A min of 5 years' relevant construction monitoring experience
<table>
<tr><td>Years' Experience</td><td>Point</td></tr>
<tr><td></td><td></td></tr>
</table>
</td>
<td>15</td>
<td></td>
<td></td>
</tr>
</table>

Category 3: Bulk water and sewer networks and internal reticulation

A min of 5 years' relevant construction monitoring experience

Years' Experience	Point

Category 4: Landfill Sites

A min of 5 years' relevant construction monitoring experience

Years' Experience	Point

Category 5: Sport Facilities

A min of 5 years' relevant construction monitoring experience

Years' Experience	Point

Category 6: Electrical engineering Services

A min of 5 years' relevant construction monitoring experience

Years' Experience	Point

Note.

A bidder must achieve the min required score for construction monitoring in each category. If a bidder only bids for 1 category the bidder achieves the full 15 points for the category. If the bidder bids for all the categories the bidder also only scores the 15 points in total provided the min experience was scored per discipline. Although a Bidder might bid for all the categories the municipality reserves the right to only appoint the bidder for a specific category of works. The bidder must achieve the min required score for both design experience and construction monitoring in order to be eligible for a specific discipline.

TOTAL EVALUATION POINTS FOR PROJECT FIELD QUALITY CRITERIA	**30**		

Notes:

Where the entity Tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

CRITERION 2(a): DESCRIPTION OF PROJECT DISCIPLINE QUALITY CRITERIA: DESIGN EXPERIENCE

Quality points to be scored for the design experience will be scored as indicated in the breakdown on the scoresheet. It is important to note that the objective of the municipality is to appoint a panel of Professional Service Providers (PSP) and reserves the right to procure the most suitable PSP per category. It is further important to note that a bidder can only obtain a maximum of 15 points per category or 15 points for all the categories. If a bidder only bids for 1 category the bidder achieves the full 15 points. If the bidder bids for more than one category or all the categories the bidder also only achieves the max 15 points provided the min design experience was scored. **During evaluation each specific categories tendered by Bidders will be reduced to a comparative offer in order to get to the preferred bidder/s for that specific category.**

Table 11: Example for Design Expertise per category

Category	Name	Job Title	No of years Design Experience (verifiable CV) Provide project list for design engineer	Maximum number of tender evaluation points 15 BIDDER SCORE
Category 1: Roads and Storm water				
Category 2: Water & Wastewater treatment facilities/plants				
Category 3: Bulk water and sewer networks and internal reticulation				
Category 4: Landfill Sites				
Category 5: Sport Facilities				
Category 6: Electrical engineering services				

CRITERION 2(b): DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA: CONSTRUCTION MONITORING

Quality points to be scored for the construction monitoring will be scored as indicated in the breakdown on the scoresheet. It is important to note that the objective of the municipality is to appoint a panel of Professional Service Providers (PSP) and reserves the right to procure the most suitable PSP per category. It is further important to note that a bidder can only obtain a maximum of 15 points per category or 15 points for all the categories. If a bidder only bids for 1 category the bidder achieves the full 15 points. If the bidder bids for more than one category or all the categories the bidder also only achieves the max 15 points provided the min experience for construction monitoring was scored. During evaluation each specific category tendered by Bidders will be reduced to a comparative offer in order to get to the preferred bidder for that specific category.

Table 12: Example for Construction Monitoring per category

Category	Name	Job Title	No of years Design Experience (verifiable CV) Provide project list for design engineer	Maximum number of tender evaluation points 15 BIDDER SCORE
Category 1: Roads and Storm water				
Category 2: Water & Wastewater treatment facilities/plants				
Category 3: Bulk water and sewer networks and internal reticulation				
Category 4: Landfill Sites				
Category 5: Sport Facilities				
Category 6: Electrical engineering services				

CRITERION 3: LOCALITY

Locality	Maximum number of tender evaluation points	BIDDER SCORE
a. Namakwa District Municipality	**10**	
b. Northern Cape	**5**	
c. Other	**1**	
TOTAL EVALUATION POINTS FOR LOCALITY CRITERIA	**10**	

Local office

The address of the local office must be indicated on Schedule below. The municipal Bill or Lease agreement will be used to verify the business location.

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

Table 13: Local Office details

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this 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.

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General Conditions of Contract

1. Definitions

1. 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 any thing 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 benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of 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 related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "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.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified 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 in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

21.3 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 canceling 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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 willful 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

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