



RAND WEST CITY LOCAL MUNICIPALITY

TENDER DOCUMENT

**TENDER FOR THE DATABASE APPOINTMENT OF PANEL OF PROFESSIONAL
SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS**

TENDER: RWCLM-3/004/2021/2022

ISSUED BY;

THE MUNICIPAL MANAGER

Rand West City Local Municipality

P O Box 218

Randfontein

1760

Tel: 011 411 0051

Fax: 011 693 3865

PREPARED BY;

MANAGER: PMU

Rand West City Local Municipality

P.O. Box 218

Randfontein

1760

Tel. (011) 411 0366/0360

E-mail: samuel.makgato@randwestcity.gov.za

NAME OF THE TENDERER

Preferred category of competence

Tenderers must indicate the preferred category

A	ARCHITECTURE	
B	WATER & SANITATION	
C	ROADS, STORMWATER & TRANSPORTATION	
D	STRUCTURAL ENGINEERING	
E	ENVIRONMENTAL MANAGEMENT, WASTE MANAGEMENT AND LANDFILL SITES	
F	HEALTH AND SAFETY	

RAND WEST CITY LOCAL MUNICIPALITY

TENDER NO: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

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RAND WEST CITY LOCAL MUNICIPALITY

TENDER NO: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

VOLUME 1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.1 Tender Notice and Invitation to Tender

	INVITATION OF TENDERS Tender: RWCLM-3/004/2021/2022 APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS	RAND WEST CITY Local Municipality
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TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF SUITABLE PROFESSIONAL SERVICE PROVIDER TO PLAN, DESIGN AND MANAGE THE EXECUTION OF PROJECTS ON BEHALF OF RAND WEST CITY LOCAL MUNICIPALITY

Only those tenderers who have in their management and employment suitably registered Professional Persons in accordance with relevant South African legislature for Professionally Registered Persons and in terms of relevant professional bodies may submit tenders.

Tender documents will be available at Rand West City Local Municipality Offices, Cnr Fedler and Second Street, Randfontein from **25 March 2022** upon the payment of a non-refundable document fee of R1000.00 during office hours from **08h00 - 15h00** weekdays. Only cash or bank guaranteed cheques made payable to the Rand West City Local Municipality will be accepted.

A compulsory clarification meeting with the representative of the employer will be held at **Supply Chain Office, Cnr Fedler and Second Street, Randfontein** on **04 April 2022 at 10:00AM**.

Completed tenders in Black ink, in a sealed envelope and clearly marked "**TENDER: TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS; RWCLM-3/004/2021/2022**" must be placed in the Tender Box, situated at the SCM Offices, Corner Fedler and Second Streets, Randfontein, not later than **25 April 2022 at 11:00AM**, at which hour and date tenders will be opened in public.

Tenders shall remain valid for a period of 90 days from closing date and No late, faxed, e-mailed or other form of tender rather than physical will be accepted.

For Procurement Enquiries please contact, SCM Office at (011) 411 0000/0044 and for Technical enquires Mr. S.Makgato at (011) 411 0363/0360 during office hours from 08h00 to 12h00 and 12h30 to 16h00.

Tenders will be evaluated on Administrative Compliance and Functionality in terms of the Supply Chain Management Policy of the Rand West City Local Municipality where:

95 points = Functionality where minimum threshold is 70 points . The first 20(Twenty) tenderers who meeting the minimum threshold will be considered for the panel

Rand West City Local Municipality fully reserves the right not to accept the lowest tender or accept the whole or part of any tender or not to consider any tender submitted.

M. NKELE
Acting Municipal Manager
Rand West City Local Municipality

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	RWCLM-3/004/2021/2022	CLOSING DATE:	25 APRIL 2022	CLOSING TIME:	11:00
DESCRIPTION	Appointment of panel of professional service providers for a period of 36 months				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR Fedler and Second Street					
Randfontein					
1760					
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	SCM		CONTACT PERSON	Samuel Makgato	
CONTACT PERSON	Cecilia Mofokeng		TELEPHONE NUMBER	011 411 0366	
TELEPHONE NUMBER	011 411 0426		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Samuel.makgato@randwestcity.gov.za	
E-MAIL ADDRESS	cecilia.mofokeng@randwestcity.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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

RAND WEST CITY LOCAL MUNICIPALITY**TENDER NO: RWCLM-3/004/2021/2022.****TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS****T1.2 Tender Data**

The General Conditions of Contract shall be those as stipulated in the Prescribed Bid Document and Form of Agreement for Consulting Engineering Services as prepared by CESA.

The Tenderer shall obtain his own copy for reference. Consulting Engineers South Africa (CESA) is the distribution Agent for the sale of FIDIC Publications in South Africa.

The Contact Details for CESA are as follows:

- Telephone Number: (011) 463 – 2022
- Fax Number : (011) 463 – 7383
- E-mail Address : general@cesa.co.za

A publication of guidance notes for the Client/ Consultant model Service Agreement is also available from CESA. The Guidance notes are known as “The White Book Guide” Second Edition, 2001.

The standard Conditions of tender make several references to the tender Data for details that apply specifically to this tender. The tender data make shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of Data given below is cross- referenced to the clause in the standard conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard conditions of tender as set out in the Tender Data below shall apply to this tender.

Clause	Tender Data
F 1	General
F 1.1	The Employer is: Rand West City Local Municipality P.O. Box 218 RANFONTEIN 1760 The employer’s representative is; The Municipal Manager Rand West City Local Municipality P O Box 218 Randfontein 1050.
F 1.2	Tender Documents
	The tender documents issued by the employer Comprises three Volumes as follows; Volume 1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender Data Volume 2: Returnable Documents and Schedules

Clause	Tender Data			
	T 2.1 List of Returnable Documents T 2.2 Returnable schedules Volume 3: The Contract Part C1: Agreement and Contract Data C 1.1 Form of offer and acceptance C 1.2 Contract data C 1.3. Supply Chain Management Policy Part C2: Scope of Work C 3.1 Scope of Work C 3.2 Project Specifications C 3.3 Health and Safety Specifications C 3.4 Labour Intensive Specifications			
F.1.3	Interpretation			
F.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.			
F.1.3.2	These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.			
F 1.4	Communication.			
	The Employer’s Representative is; <table><tr><td><u>Accounting Officer;</u> Mr. M. Nkele P. O. 218 RANDFONTEIN 1760 Tel : 011 411 0051</td><td><u>Procurement Enquiries</u> Mr. Lubulele Makaula P.O. Box 218 RANDFONTEIN 1760 Tel: 011 411 0044/0285</td><td><u>Technical Enquiries.</u> Mr. S.Makgato P.O. Box 218 RANFONTEIN 1760 Tel : 011 411 0363/0360</td></tr></table>	<u>Accounting Officer;</u> Mr. M. Nkele P. O. 218 RANDFONTEIN 1760 Tel : 011 411 0051	<u>Procurement Enquiries</u> Mr. Lubulele Makaula P.O. Box 218 RANDFONTEIN 1760 Tel: 011 411 0044/0285	<u>Technical Enquiries.</u> Mr. S.Makgato P.O. Box 218 RANFONTEIN 1760 Tel : 011 411 0363/0360
<u>Accounting Officer;</u> Mr. M. Nkele P. O. 218 RANDFONTEIN 1760 Tel : 011 411 0051	<u>Procurement Enquiries</u> Mr. Lubulele Makaula P.O. Box 218 RANDFONTEIN 1760 Tel: 011 411 0044/0285	<u>Technical Enquiries.</u> Mr. S.Makgato P.O. Box 218 RANFONTEIN 1760 Tel : 011 411 0363/0360		
F 1.5	The Employer’s right to accept or reject any tender offer			
F.1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so. Furthermore Rand West City Local Municipality fully Reserves the right not accept the lowest tender or accept the whole or part of any tender or not to consider any tender submitted.			
F1.6	Procurement Procedure Two envelope procedure will not be followed. Bidders are advised to submit two documents which will be the tender document and the attachments or annexures document			
F 2	Tenderer’s obligation			
F.2.1	Eligibility			

Clause	Tender Data
F2.1.1	Only those tenderers who have in their management and employment suitably registered Professional Persons in accordance with relevant South African legislature for Professionally Registered Persons and in terms of relevant professional bodies may submit tenders.
F 2.1.2	Support Resources Tenders must indicate resources they intend allocating to this assignment when requested to do so by the employer at any time.
F 2.1.3	Professional indemnity insurance Tenderers are required to provide valid professional indemnity (PI) insurance.
F.2.2	Cost of Tendering The Tenderer must Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check Documents The Tenderer must Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission in writing 5 days before tender closure.
F 2.4	Confidentiality and Copyright of Documents "Rand West City Local Municipality retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors in respect of any appointment whether wholly or partly, in connection with, or incidental, to any appointment and which may relate to, or be in connection with, or be useful to the business carried out by the Rand West City Local Municipality . Such patents or copyrights are not limited to any particular area or country and the Rand West City Local Municipality reserves the right to alter, modify, adapt or change and use any designs, processes or methods or any such patents or copyrights. All such documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors shall be handed over to the Rand West City Local Municipality on completion of any assignment or project. The Consultant/Contractors may not include any company logo or other company details on or in any documents prepared for and on behalf of the Rand West City Local Municipality "
F.2.5.	Reference Documents The Tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F.2.6	Acknowledgement of Addenda The Tenderer shall Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F 2.7	Clarification Meeting

Clause	Tender Data
	A compulsory clarification meeting is scheduled to be held as follows; Date: 04 April 2022 Starting time: 10:00AM Location; Rand West City Local Municipality , SCM Office, Corner Fedler and Second Street RANDFONTEIN 1760
F 2.8	Seek Clarification In case the tenderer seek clarification regarding tender document, the tenderer is requested to do so in writing at least 5 working days before tender closure.
F 2.11	Alterations to the Tender Documents The Tenderer must take note of the following; a) "No alterations, additions and reductions must be made to the tender document issued by the employer. b) The tender document issued by the employer must not be unbounded or unbundled and other documents which were not part of the tender document added. c) All additional documents not requested by the employer and the tenderer deem necessary that they might be important, they must be placed in a separate enveloped and be clearly marked "Optional Additional Documents" d) All signatories to the tender offer shall initial all such alterations. e) Erasures and the use of masking fluid are prohibited. f) The tender document must be completed with Black Ink, 0.5 mm thick
F 2.12	Alternative tender offer No alternative tender offers will be considered or accepted.
F 2.13	Submitting tender offer
F.2.13.1	Only Tender offer communicated on paper shall be submitted as an original. All tender documents must be completed in black ink 0.5 mm thick and in case a mistake or error is made by the tenderer, a diagonal line must be drawn across the error or mistake and an authorised full signature and date be attached next to error or mistake
F.2.13.2	Return all three Volumes documents banded together after completing them entirely in a sealed envelope together with the requested attachments. All attachments required and requested must be ring banded together separately and submitted as such together with the tender documents clearly marked "TENDER: RWCLM-3/004/2021/2022"
F.2.13.4	Tender and contract documents must be signed by a person duly Authorised to do so.

Clause	Tender Data
F 2.15	Closing Time The closing time for submission of tender offers is 25 April 2022 at 11:00AM and will be opened in public at the same time. Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered.
F 2.16	Tender Offer Validity The Tender offer validity period is 90 calendar days from the tender closure date.
F 2.17	Tender clarification after submission A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the EPWP eligibility requirements.
F2.20	The employer will request the tenderer to submit for the employer's acceptance before formation of the contract, all Professional indemnities, securities, Bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.3.2	Addenda to tender Tenderers are requested to comply with all addendum issued by the employer within the period stipulated in those addenda.
F.3.3	Late tenders No late tender will be received; the employer will return all tenders received after closing time unopened.
F.3.8	The Tenderer is required to submit with these tender forms under VOLUME 2: SECTION A: FORMS TO BE COMPLETED FOR EVALUATION AND COMPLIANCE PURPOSES. THESE FORMS MAY CARRY AUTOMATIC DIQUALIFICATION IF NOT FULLY COMPLETED BY THE TENDERER
F 3.11.1	Evaluation Of Tenders Evaluation of tender offers will be conducted in accordance with Supply Chain Management Policy of Rand West City Local Municipality.

Clause	Tender Data																														
F.3.11.5	Evaluation will be done as per the following stages: (a) Stage 1: Compliance This stage determines on whether or not Tenders received are compliant and responsive (b) Stage 2: Functionality Secondly, the assessment of functionality will be done in terms of the functionality evaluation criteria and the minimum threshold be set at 70 points. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and functionality points will be allocated as follows (refer to section C)																														
F 3.11.6	Decimal Places Scoring of financial offers will be rounded to two decimal places.																														
F. 3.11.7	Scoring of Financial Offer It should be noted that Financial Proposals are not necessary for this submission. It shall be required after the tenderer has been appointed for the preferred list, in the process to be appointed for a particular project. a) The following criteria will be used to calculate points for Price. The financial offer will be as follows; $P_s = 90 \times \left\{ 1 - \left\{ \frac{P_t - P_{min}}{P_{min}} \right\} \right\}$ Where; P_s = Points scored for price of tender under consideration P_t = Rand value of offer / tender for consideration P_{min} = Rand value of the lowest acceptable tender b) Scoring B-BBEE Status Level <table><tr><th>B-BBEE Level</th><th>90/10</th><th>80/20</th></tr><tr><td>1</td><td>10</td><td>20</td></tr><tr><td>2</td><td>9</td><td>18</td></tr><tr><td>3</td><td>6</td><td>14</td></tr><tr><td>4</td><td>5</td><td>12</td></tr><tr><td>5</td><td>4</td><td>8</td></tr><tr><td>6</td><td>3</td><td>6</td></tr><tr><td>7</td><td>2</td><td>4</td></tr><tr><td>8</td><td>1</td><td>2</td></tr><tr><td>Non-Compliant Contributor</td><td>0</td><td>0</td></tr></table> Restricted bidders List Thereafter tenderers will be checked against the list of restricted bidders at National Treasury. The Municipality is not required by Treasury to award tenders to bidders who are on the restricted bidders list.	B-BBEE Level	90/10	80/20	1	10	20	2	9	18	3	6	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-Compliant Contributor	0	0
B-BBEE Level	90/10	80/20																													
1	10	20																													
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3	6	14																													
4	5	12																													
5	4	8																													
6	3	6																													
7	2	4																													
8	1	2																													
Non-Compliant Contributor	0	0																													

Clause	Tender Data
F. 3.13	Acceptance of Tender Offers The employer will accept the tender offer, if it is in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer; a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement, b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) Has the legal capacity to enter into the contract, d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, e) Complies with the legal requirements, if any, stated in the tender data, and f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.



RAND WEST CITY LOCAL MUNICIPALITY

TENDER DOCUMENT

VOLUME: 2: Returnable Documents

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

TENDER: RWCLM-3/004/2021/2022

ISSUED BY;

THE MUNICIPAL MANAGER

Rand West City Local Municipality
P O Box 218

Randfontein

1760

Tel: 011 411 0051

Fax: 011 693 3865

PREPARED BY;

PROGRAMME MANAGER PMU

Rand West City Local Municipality
P.O. Box 218

Randfontein

1760

Tel. (011) 411 0366/0360

E-mail: samuel.makgato@randwestcity.gov.za

NAME OF THE TENDERER:

.....

VOLUME 2: Returnable Documents and Schedules

T2.1 List of Returnable documents

T2.2 Returnable Documents

TENDERERS ARE REQUESTED TO RING BIND ALL ATTACHEMENTS REQUESTED IN THIS VOLUME AND SUBMIT THEM SEPERATELY BOUND TOGETHER WITH THIS VOLUME BY A RUBBER BAND.

THE ATTACHMENTS MUST BE ARRANGED IN THE SAME ORDER AS THE RETURNABLE SCHEDULE WITH A COVER PAGE FOLLOWED BY THE CONTENT PAGE AND EACH ATTACHEMENT MUST BE SEPERATED BY THE YELLOW PAGE CLEARLY INDICATING THE NAME OF THE FORM AND THE DESRIPTION OF THE ATTACHEMENT.

THE RING BINDED ATTACHEMENTS DOCUMENT MUST BE CLEARLY MARKED *"TENDER: RWCLM-3/004/2021/2022"*.

T 2.1 List of Returnable Documents and Schedule

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**SECTION A: FORMS TO BE COMPLETED FOR EVALUATION
AND COMPLIANCE PURPOSES AND MAY CARRY
AUTOMATIC DIQUALIFICATION IF NOT FULLY COMPLETED.**

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

Indicate the type of the entity tendering with X;

Sole Proprietary	
Close Corporation	
Company	
Joint Venture	

- Name of Tendering Entity:**
- Particulars of sole proprietors, partners in partnership or members enterprise of JV:**

(a) For Sole Proprietors or partners in partnership

No	Name and Surname	Identity Number	% Owned	Black or Non-Black
1				
2				
3				
4				

(b) For Joint Ventures

No	Name of Members of JV	% Owned	Black or Non-Black
1			
2			
3			
4			

3. Particulars of Tendering Entity (Sole Proprietors or Partnership)

Company Registration Number:

Close Corporation Number:

Tax reference Number:

B-BBEE: Status Level:

4. Particulars of Tendering Entity (JV)

Member 1

Company Registration Number:

Close Corporation Number:

Tax reference Number:

B-BBEE: Status Level:

Member 2

Company Registration Number:

Close Corporation Number:

Tax reference Number:

B-BBEE: Status Level:

Member 3

Company Registration Number:

Close Corporation Number:

Tax reference Number:

B-BBEE: Status Level:

Member 4

Company Registration Number:

Close Corporation Number:

Tax reference Number:

B-BBEE: Status Level:

ATTACH THE FOLLOWING DOCUMENTS

For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Certified ID Copies of Members of Tendering Entity

For JV's

- JV Agreement
- CK 1 or CK 2 for Close Corporation

For Companies

- Audited Shareholder's Certificate
- Certified ID Copies for members of the tendering entity
- All shareholders of the tendering entity.

Name of Tenderer: Date:

Signature: Position:

Full name of signatory:

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM B: DECLARATION OF INTEREST**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state*.
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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars:

3.7 Have you been in the service of the state for the past **YES / NO**

* 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.

twelve months?

3.7.1 If so, furnish particulars.

.....
.....

3.8 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**

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, the undersigned (name).....certify that the information furnished on this declaration form is correct and I accept that the state may act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM C: 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 as a company or person prohibited from doing business with the public sector? (Persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audit alter am partem</i> rule was applied).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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 the Bidder.....

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM D: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This Form 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM E: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :	
Contact number :	
Office address :	

Signatories for Tendering Entity shall confirm their authority to do so by attaching a duly signed and dated original or certified copy on the Company Letterhead of the relevant resolution of their members or their board of directors, as the case may be.

TENDERERS ARE REQUESTED NOT TO COMPLETE THE PRO-FORMAS BELOW

1. PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr.....;

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY :

IN HIS CAPACITY AS :

DATE :

FULL NAMES OF SIGNATORY: :

AS WITNESSES: 1.

2.

2. PRO-FORMA FOR JOINT VENTURES:

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Member 1: CIDB Reg No:		Signature: Name: Designation:
Member 2: CIDB Reg No:		Signature: Name: Designation:
Member 3: CIDB Reg No:		Signature: Name: Designation:
Member 4: CIDB Reg No:		Signature: Name: Designation:

Name of Tenderer :Date:

Signature :Position:

Full name of signatory:

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM F: FINANCIAL REFERENCES**1. DETAILS OF TENDERERS BANKING INFORMATION**

I/We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:										
ACCOUNT NAME: <i>(e.g. ABC Civil Consulting)</i>										
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td>☐</td> <td rowspan="4">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td>☐</td> </tr> <tr> <td>13-24 months</td> <td>☐</td> </tr> <tr> <td>More than 24 months</td> <td>☐</td> </tr> </table>	0-6 months	☐	(Tick which is appropriate)	7-12 months	☐	13-24 months	☐	More than 24 months	☐
0-6 months	☐	(Tick which is appropriate)								
7-12 months	☐									
13-24 months	☐									
More than 24 months	☐									

2. Authorised bank account details

I/We hereby authorise the Employer to process all payments due to us through EFT direct to the banking details provided above.

Name of Tenderer:Date:

Signature : Full name of signatory:.....

RANDFONTEIN LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR PROFESSIONAL SERVICES OF DROOGEHEUWEL BULK WATER SUPPLY

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM G: MUNICIPAL ACCOUNT OR LEASE AGREEMENT

- a) Tenderers are required to submit a municipal account bearing the Tenderer's Entity's name as proof of payment of municipal services which is not older than 3 months at tender closure date (and in case of a lease agreement should not have expired).
- b) For Joint Ventures, Tenderers are requested to submit Municipal Statement Account for each member of the JV and conditions of Lease agreement are stipulated below (c)
- c) Conditions for Lease agreement;
 - (i) In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
 - (ii) The Same Lessor's Company name and the must appear on both the Lease Agreement and Municipal Statement Account.
 - (iii) The Lessee's Entity name must appear on the Lease Agreement.

Name of Tenderer:Date:

Signature : Full name of signatory:.....

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY
CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX

Tenderers taxes must be in order before they be considered for evaluation, tenderers are therefore requested to complete the attached form and submit it to SARS to enable SARS to issue original Tax Clearance certificate which must be submitted by the tenderer together with this tender.

For Joint Ventures, Tenderers are requested to submit Original Tax clearance Lease agreement for each member of the Joint Venture.

Only original Tax clearance certificate will be accepted by the employer.

Name of Tenderer:Date:

Signature: Full name of signatory:

SOUTH AFRICAN REVENUE SERVICES

Tender No:

Closing Date:

DECLARATION OF GOOD STANDING REGARDING TAX**PARTICULARS**

1.Name of Taxpayer/Tenderer:

2.Trade Name:

3.Identification Number: (If applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4.Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5.Income Tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6.VAT registration number: (If applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7.PAYE employer's registration number: (If applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

8.Monetary value of Bid:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DECLARATION

I, the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) Have been satisfied in terms of the relevant Acts; or

(ii) That suitable arrangements have been made with the Receiver of Revenue,..... to satisfy them.*

.....
SIGNATURE.....
CAPACITY.....
DATE

PLEASE NOTE:*The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM I: COMPULSORY CLARIFICATION MEETING

This is to certify that I,(Full Names)

ID No:

duly authorised representative of(Tenderer)

Address:

.....

.....

Date:

Visited the site on (date) in the presence of;

.....

(Name of the Representative of the employer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the employer that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

SIGNATURE: REPRESENTATIVE OF THE TENDERER

SIGNATURE: REPRESENTATIVE OF THE EMPLOYER

**SECTION B: OTHER RETURNABLE DOCUMENTS
REQUIRED FOR EVALUATION AND SCORING PURPOSES**

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND SCORING PURPOSES

FORM A: B-BBEE STATUS LEVEL CERTIFICATES

1. For All other Bidders

- a) Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- b) Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE.
- c) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- d) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
- e) The submitted B-BBEE status level certificate must have the following detailed information on the face of it;
 - a) The name and physical location of the measured entity;
 - b) The registration number and, where applicable, the VAT number of the measured entity;
 - c) The date of issue and date of expiry;
 - d) The certificate number for identification and reference;
 - e) The scorecard that was used (for example EME, QSE or Generic);
 - f) The name and / or logo of the Verification Agency;
 - g) The SANAS logo;
 - h) The certificate must be signed by the authorized person from the Verification Agency;
 - i) The B-BBEE Status Level of Contribution obtained by the measured entity.

2. For Emerging Micro Enterprises (EME's)

- a) An EME is an enterprise including a sole proprietary with an a total annual turnover of R 5 million or less.
- b) An EME qualify for B-BBEE status level of 4 Contributor and in instances where an EME is more than 50% by black people, such EME qualify for B-BBEE status level 3.
- c) The submitted B-BBEE status level certificate must have the following detailed information on the face of it;

- a) The Accounting Officer's or Registered Auditor's letter head with full contact details;
- b) The Accounting Officer's or Registered Auditor's practice numbers;
- c) The name and the physical location of the measured entity;
- d) The registration number and, where applicable, the VAT number of the measured entity;
- e) The date of issue and date of expiry;
- f) The B-BBEE Status Level of Contribution obtained by the measured entity; and
- g) The total black shareholding and total black female shareholding.

3. Verification of B-BBEE Status level Certificates

Tenderers must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

a. Bidders other than EMEs

- (a) Verification agencies accredited by SANAS; or
- (b) Registered auditors approved by IRBA.

b. Bidders who qualify as EMEs

- a) Accounting officers as contemplated in the CCA; or
- b) Verification agencies accredited by SANAS; or
- c) Registered auditors. (Registered auditors do not need to meet the
- d) prerequisite for IRBA's approval for the purpose of conducting verification
- e) and issuing EMEs with B-BBEE Status Level Certificates).

4. Submission of B-BBEE status level certificate.

Tenders are required to complete the following table and attach the B-BBEE Certificate;

No	Tenderer's Name	B-BBEE Status Level	
		Entities other than EME's	EME's
1			
2			
3			
4			

I the undersigned, warrants and undertake that I am duly authorised to do so on behalf of the firm and hereby certify and acknowledge that:

- (a) The information furnished in this form is true and correct.
- (b) If the information furnished in this form is found to be incorrect, the Employer may, in addition to any other remedy;
 - (a) recover costs, losses or damages it has incurred or suffered as a result of this conduct; and

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

Name of the Authorised Person:
Signature of the Authorised Person DATE

WITNESSES
1:
2:

Physical Address of the Bidder;

SECTION C: REQUIRED FOR EVALUATION PURPOSES

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.1 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

1. ARCHITECTURE: CRITERIA FOR EVALUATING FUNCTIONALITY				
No.	Criterion <i>CVs and certified copies of qualification certificates for each team member to be attached.</i>	Sub-criteria		Max. Points
1	Experience of the Project Leader in related projects	Less than 10years	0	14
		11 years and up to 15 years	7	
		16 years and more	8	
	Qualification of the Project Leader in related projects	Degree/B-Tech Architectural Technology	2	
		Professional Registered with SACAP	4	
2	Experience of Lead Architectural Design in related projects			14
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of Lead Architectural Design in related projects	Degree/B-Tech Architectural Technology	1	
		Professional Registered with SACAP	4	
		Labour Intensive Construction NQF L7	1	
3				14

	Experience of the Architecture <u>(Contract Administration and Inspection)</u> in related projects	Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualification of the Architecture <u>(Contract Administration and Inspection)</u> in related projects	Degree/B-Tech Architectural Technology	1	
		Professional Registered with SACAP	4	
		Labour Intensive Construction NQF L7	1	
4	Experience of the Resident Engineer <u>(Construction Supervision and Monitoring)</u> in Architectural Technology related projects			13
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of the Resident Engineer <u>(Construction Supervision and Monitoring)</u> in Architectural Technology related projects	National diploma in Architectural Technology/Btech	1	
		Professional Registered with SACAP	4	
5	Quality Management System	In-house quality management plan (in line with ISO Standard but not approved by ISO)	5	10
		ISO QMS Certificate	10	
6	Company Professional Affiliation (Must be in Company's name)	(CESA or SABTACO)	5	5
7	Experience of the PSP in undertaking projects relating to Architectural Technology- <u>attach certified Copies appointment letters with corresponding certified Reference Letters.</u>			25
		1 to 6	0	
		7 to 10	15	
		11 and More	25	
TOTAL EVALUATION POINTS				95

1. CIVIL ENGINEERING: CRITERIA FOR EVALUATING FUNCTIONALITY WATER AND SANITATION RELATED PROJECTS.				
No.	Criterion <i>CVs and certified copies of qualification certificates for each team member to be attached.</i>	Sub-criteria		Max. Points
1	Experience of the Project Leader in related projects	Less than 10years	0	14
		11 years and up to 15 years	7	
		16 years and more	8	
	Qualification of the Project Leader in related projects	Degree/B-Tech Civil Engineering	2	
		Registered Professional Engineer / Technologist/Construction Project Manager	4	
2	Experience of Lead Design Engineer in related projects			14
		Less than 5years	0	
		6 years and up to 10 years	7	
	Qualifications of Lead Design Engineer in related projects	11 years and more	8	
		Degree/B-Tech Civil Engineering	1	
		Registered Professional Engineer/ Technologist/Construction Project Manager	4	
3	Experience of the Engineer (<u>Contract Administration and Inspection</u>) in related projects	Labour Intensive Construction NQF L7	1	14
		Less than 5years	0	
	Qualification of the Engineer (<u>Contract Administration and Inspection</u>) in related projects	6 years and up to 10 years	7	
		11 years and more	8	
		Degree/B-Tech Civil Engineering	1	
		Registered Professional Engineer/	4	

		Technologist/Construction Project Manager		
		Labour Intensive Construction NQF L7	1	
4	Experience of the Resident Engineer (<u>Construction Supervision and Monitoring</u>) in water and sanitation related projects	Less than 5years	0	13
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of the Resident Engineer (<u>Construction Supervision and Monitoring</u>) in road related projects	National diploma in Civil Engineering/Btech	1	
		Registered Professional Technician/Technologist	4	
5	Quality Management System	In-house quality management plan (in line with ISO Standard but not approved by ISO)	5	10
		ISO QMS Certificate	10	
6	Company Professional Affiliation (Must be in Company's name)	(CESA or SABTACO)	5	5
7	Experience of the PSP in undertaking projects relating to Water and Sanitation <u>attach Certified Copies appointment letters with corresponding certified Reference Letters.</u>	1 to 6	0	25
		7 to 10	15	
		11 and More	25	
	TOTAL EVALUATION POINTS			95

1. CIVIL ENGINEERING: CRITERIA FOR EVALUATING FUNCTIONALITY ROADS, STORMWATER AND TRANSPORTATION RELATED PROJECTS.				
No.	Criterion <i>CVs and certified copies of qualification certificates for each team member to be attached.</i>	Sub-criteria		Max. Points
1	Experience of the Project Leader in related projects	Less than 10years	0	14
		11 years and up to 15 years	7	
		16 years and more	8	
	Qualification of the Project Leader in related projects	Degree/B-Tech Civil Engineering	2	
		Registered Professional Engineer / Technologist/Construction Project Manager	4	
2	Experience of Lead Design Engineer in related projects			14
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of Lead Design Engineer in related projects	Degree/B-Tech Civil Engineering	1	
		Registered Professional Engineer/ Technologist/Construction Project Manager	4	
		Labour Intensive Construction NQF L7	1	
3	Experience of the Engineer (<u>Contract Administration and Inspection</u>) in related projects			14
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
		Degree/B-Tech Civil Engineering	1	

	Qualification of the Engineer (<u>Contract Administration and Inspection</u>) in related projects	Registered Professional Engineer/ Technologist/Construction Project Manager	4	
		Labour Intensive Construction NQF L7	1	
4	Experience of the Resident Engineer (<u>Construction Supervision and Monitoring</u>) in Roads and Stormwater related projects			13
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of the Resident Engineer (<u>Construction Supervision and Monitoring</u>) in roads and stormwater related projects	National diploma in Civil Engineering/Btech	1	
		Registered Professional Technician/Technologist	4	
5	Quality Management System	In-house quality management plan (in line with ISO Standard but not approved by ISO)	5	10
		ISO QMS Certificate	10	
6	Company Professional Affiliation (Must be in Company's name)	(CESA or SABTACO)	5	5
7	Experience of the PSP in undertaking projects relating to Roads, Stormwater and Transportation- <u>attach Certified Copies appointment letters with corresponding certified Reference Letters.</u>			25
		1 to 6	0	
		7 to 10	15	
		11 and More	25	
	TOTAL EVALUATION POINTS			95

1. CIVIL ENGINEERING: CRITERIA FOR EVALUATING FUNCTIONALITY STRUCTURAL ENGINEERING RELATED PROJECTS.				
No.	Criterion <i>CVs and certified copies of qualification certificates for each team member to be attached.</i>	Sub-criteria		Max. Points
1	Experience of the Project Leader in related projects	Less than 10years	0	14
		11 years and up to 15 years	7	
		16 years and more	8	
	Qualification of the Project Leader in related projects	Degree/B-Tech Civil Engineering	2	
		Registered Professional Engineer / Technologist/Construction Project Manager	4	
2	Experience of Lead Design Engineer in related projects			14
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of Lead Design Engineer in related projects	Degree/B-Tech Civil Engineering	1	
		Registered Professional Engineer/ Technologist/Construction Project Manager	4	
		Labour Intensive Construction NQF L7	1	
3	Experience of the Engineer (<u>Contract Administration and Inspection</u>) in related projects			14
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
		Degree/B-Tech Civil Engineering	1	

	Qualification of the Engineer (<u>Contract Administration and Inspection</u>) in related projects	Registered Professional Engineer/ Technologist/Construction Project Manager	4	
		Labour Intensive Construction NQF L7	1	
4	Experience of the Resident Engineer (<u>Construction Supervision and Monitoring</u>) in structural engineering related projects			13
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of the Resident Engineer (<u>Construction Supervision and Monitoring</u>) in structural engineering related projects	National diploma in Civil Engineering/Btech	1	
		Registered Professional Technician/Technologist	4	
5	Quality Management System	In-house quality management plan (in line with ISO Standard but not approved by ISO)	5	10
		ISO QMS Certificate	10	
6	Company Professional Affiliation (Must be in Company's name)	(CESA or SATABCO)	5	5
7	Experience of the PSP in undertaking projects relating to Structural Engineering- <u>attach Certified Copies appointment letters with corresponding Reference Letters.</u>			25
		1 to 6	0	
		7 to 10	15	
		11 and More	25	
	TOTAL EVALUATION POINTS			95

1. OCCUPATIONAL HEALTH AND SAFETY: CRITERIA FOR EVALUATING FUNCTIONALITY				
No.	Criterion <i>CVs and certified copies of qualification certificates for each team member to be attached.</i>	Sub-criteria		Max. Points
1	Experience of the Project Leader in related projects	Less than 10years	0	14
		11 years and up to 15 years	7	
		16 years and more	8	
	Qualification of the Project Leader in related projects	Degree/B-Tech Built Environment and Environmental Management	2	
		Registered with Professional body related to Occupational Health and Safety	4	
2	Experience of Lead Design in related projects			14
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of Lead Design in related projects	Degree/B-Tech Built Environment and Environmental Management	1	
		Registered with Professional body related to Occupational Health and Safety	4	
		Labour Intensive Construction NQF L5	1	
3	Experience of the Safety Practitioner (<u>Contract</u>			14
		Less than 5years	0	

	<u>Administration and Inspection</u>) in related projects	6 years and up to 10 years	7	
		11 years and more	8	
	Qualification of the Safety Practitioner (<u>Contract Administration and Inspection</u>) in related projects	Degree/B-Tech Built Environment and Environmental Management	1	
		Registered with Professional body related to Occupational Health and Safety	4	
		Labour Intensive Construction NQF L5	1	
4	Experience of the Safety Manager (<u>Construction Supervision and Monitoring</u>) in infrastructure related projects			13
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of the Safety Manager (<u>Construction Supervision and Monitoring</u>) in Infrastructure related projects	National Diploma: Safety Management	1	
		Registered with Professional body related to Occupational Health and Safety	4	
5	Quality Management System	In-house quality management plan (in line with ISO Standard but not approved by ISO)	5	10
		ISO QMS Certificate	10	
6	Company Professional Affiliation (Must be in Company's name)	SAIOSH	5	5
7	Experience of the PSP in undertaking projects relating to Safety Management- <u>attach Certified Copies appointment letters with corresponding Reference Letters.</u>			25
		1 to 6	0	
		7 to 10	15	
		11 and More	25	
TOTAL EVALUATION POINTS				95

1. ENVIRONMENTAL MANAGEMENT, WASTE MANAGEMENT AND LANDFILL SITES: CRITERIA FOR EVALUATING FUNCTIONALITY				
No.	Criterion <i>CVs and certified copies of qualification certificates for each team member to be attached.</i>	Sub-criteria		Max. Points
1	Experience of the Project Leader in related projects	Less than 10years	0	14
		11 years and up to 15 years	7	
		16 years and more	8	
	Qualification of the Project Leader in related projects	Degree/B-Tech Civil/ Built Environment and Environmental Management	2	
		Registered with Professional body related to Environmental Management	4	
2	Experience of Lead Design in related projects			14
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of Lead Design in related projects	Degree/B-Tech Civil/ Built Environment and Environmental Management	1	
		Registered with Professional body related to Environmental Management	4	
		Labour Intensive Construction NQF L5	1	
3	Experience of the Environmental Practitioner (<u>Contract</u>)			14
		Less than 5years	0	
		6 years and up to 10 years	7	

	<u>Administration and Inspection</u> in related projects	11 years and more	8	
	Qualification of the Safety Practitioner (<u>Contract Administration and Inspection</u>) in related projects	Degree/B-Tech Civil /Built Environment and Environmental Management	1	
		Registered with Professional body related to Environmental Management	4	
		Labour Intensive Construction NQF L5	1	
4	Experience of the Environmental Manager (<u>Construction Supervision and Monitoring</u>) in infrastructure related projects			13
		Less than 5years	0	
		6 years and up to 10 years	7	
		11 years and more	8	
	Qualifications of the Environmental Manager (<u>Construction Supervision and Monitoring</u>) in Infrastructure related projects	National Diploma: Environmental Management	1	
		Registered with Professional body related to Occupational Health and Safety	4	
5	Quality Management System	In-house quality management plan (in line with ISO Standard but not approved by ISO)	5	10
		ISO QMS Certificate	10	
6	Company Professional Affiliation (Must be in Company's name)	NAEP	5	5
7	Experience of the PSP in undertaking projects relating to Environmental Management- <u>attach Certified Copies appointment letters with corresponding Reference Letters.</u>			25
		1 to 6	0	
		7 to 10	15	
		11 and More	25	
	TOTAL EVALUATION POINTS			95

FORM A: SCHEDULE OF PROPOSED SUB-CONSULTANTS

Tenderers are requested to Provide Name of Proposed sub-consultants to be used on this assignment and the nature of work

No	Name of sub-consultant	Nature and type of Work
1		Topographical Survey
2		Geotechnical Investigation
3		EIA
4		Geo-hydrological Investigations
5		Other: Name;
6		Other: Name;
7		Other: Name;
8		Other: Name;
9		Other: Name;
10		Other: Name;
11		Other: Name;
12		Other: Name;

Name of Tenderer :Date:

Signature :Position:

Full name of signatory:

RAND WEST CITY LOCAL MUNICIPALITY

TENDER: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM B: RECORD OF ADDENDA TO TENDER

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer :Date:

Signature :Position:

Full name of signatory:



RAND WEST CITY LOCAL MUNICIPALITY

TENDER DOCUMENT

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS

VOLUME 3: THE CONTRACT

TENDER: RWCLM-3/004/2021/2022

ISSUED BY; THE MUNICIPAL MANAGER Rand West City Local Municipality P O Box 218 Randfontein 1760 Tel: 011 411 0051 Fax: 011 693 3865

PREPARED BY; THE PROGRAMME MANAGER Rand West City Local Municipality P O Box 218 Randfontein 1760 Tel: 011 411 0366/60 Fax: 086 660 6730
--

NAME OF THE TENDERER:

.....

RANDWESTCITY LOCAL MUNICIPALITY

TENDER NO: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS
VOLUME 3: The Contract

<u>Part C1</u>	<u>Agreement and Contract Data</u>
C 1.1	Contract Data
C 1.2	Form of offer and acceptance
C 1.3	Supply Chain Management Policy

RAND WEST CITY LOCAL MUNICIPALITY**TENDER NO: RWCLM-3/004/2021/2022****TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS****(a) C 1.1 CONTRACT DATA**

The General Conditions of Contract shall be those as stipulated in the Prescribed Bid Document and Form of Agreement for Consulting Engineering Services as prepared by CESA. The Tenderer shall obtain his own copy for reference. Consulting Engineers South Africa (CESA) is the distribution Agent for the sale of FIDIC Publications in South Africa.

The Contact Details for CESA are as follows:

- Telephone Number : (011) 463 – 2022
- Fax Number : (011) 463 – 7383
- E-mail Address : general@cesa.co.za

A publication of guidance notes for the Client/ Consultant model Service Agreement is also available from CESA. The Guidance notes are known as “The White Book Guide” Second Edition, 2001.

PART 1: DATA PROVIDED BY THE EMPLOYER

CLAUSE	DATA				
3.4	The Employer is Rand West City Local Municipality; <table border="1"> <tr> <th>Physical Address;</th><th>Postal Address;</th></tr> <tr> <td> Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865 </td><td> P.O. Box 218 RANDFONTEIN 1760 </td></tr> </table>	Physical Address;	Postal Address;	Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865	P.O. Box 218 RANDFONTEIN 1760
Physical Address;	Postal Address;				
Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865	P.O. Box 218 RANDFONTEIN 1760				

CLAUSE	DATA								
4.3.2.	The authorized and designated representative of the Employer is: Name: Mr. M Nkele, The address for receipt of communications is: <table border="1"> <tr> <th>Physical Address;</th><th>Postal Address;</th></tr> <tr> <td> Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865 </td><td> P.O. Box 218 RANDFONTEIN 1760 </td></tr> </table> The Nominee is; Name: Mr S Makgato The address for receipt of communications is: <table border="1"> <tr> <th>Physical Address;</th><th>Postal Address;</th></tr> <tr> <td> Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865 </td><td> P.O. Box 218 RANDFONTEIN 1760 Tel: 011 411 0360/66 Fax: </td></tr> </table>	Physical Address;	Postal Address;	Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865	P.O. Box 218 RANDFONTEIN 1760	Physical Address;	Postal Address;	Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865	P.O. Box 218 RANDFONTEIN 1760 Tel: 011 411 0360/66 Fax:
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Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865	P.O. Box 218 RANDFONTEIN 1760								
Physical Address;	Postal Address;								
Corner Sutherland and Pollock Streets RANDFONTEIN 1760 Tel: 011 411 0051 Fax: 011 693 3865	P.O. Box 218 RANDFONTEIN 1760 Tel: 011 411 0360/66 Fax:								
1	The Project is the CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS								
1									
3.5	The location for the performance of this assignment or project is the area of jurisdiction of Rand West City Local Municipality and locations to be advised by the Municipal Manager or His Nominee								
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.								
3.9.2.	The time-based fees used to determine changes to the Contract Price are negotiable between the employer and the Professional Service Provider.								

CLAUSE	DATA
3.11	The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.
3.12	The penalty payable is R 1 800.00 per calendar day.
3.15.1	The project programme shall be submitted when required by the employer.
3.15.2.	The Service Provider shall update the programme at intervals not exceeding 4 weeks after the appointment to a specific project.
4.3.1(d)	The Employer is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	Professional Indemnity insurance against liability in respect of the project of this magnitude is a limit of Indemnity of R10, 000 000 (Ten Million Rand) for the duration of the contract. The period of insurance shall be from the commencement date of the services to the expiry date of the policy, which the Client shall endeavour to extend to the end of the duration liability
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: (b) The issuing of Variation Orders or any other related matter that need Employers approval referred to in the General Conditions of Contract (GCC) 2015.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 by completing Form B: Proposed Personnel Schedule found in Volume 2 of this document.
8.1	The Service Provider is to commence the performance of the Services within one day of the date of an appointment to a specific project
8.2.1	(a) This contract will be concluded when 36 months expire after the date of notification to the service provider by the employer into the panel of consultants. (b) For a specific project the Contract is concluded when the certificate of final approval for construction works is issued and approved by the employer

CLAUSE	DATA
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 2 month.
9.1	<i>“Rand West City Local Municipality retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors in respect of this contract, whether wholly or partly, in connection with, or incidental, to this contract and which may relate to, or be in connection with, or be useful to the business carried out by the Rand West City Local Municipality. Such patents or copyrights are not limited to any particular area or country and the Rand West City Local Municipality reserves the right to alter, modify, adapt or change any designs, processes or methods or any such patents or copyrights. All such documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors shall be handed over to the Rand West City Local Municipality on completion of the project. The Consultant/Contractors may not include any company logo or other company details on or in any documents prepared for and on behalf of the Rand West City Local Municipality”</i>
11.1.	A service provider may only sub-consult minor works upon the approval of the employer.
12.1	Interim settlement of disputes is to be by mediation/adjudication
12.2	Final settlement is by arbitration/litigation
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of South African Institution of Civil Engineering
12.3.3	The provisions of 12.3 do not apply to this Contract
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President of the South African Institution of Civil Engineering
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R 8 000 000.00
13.6	The provisions of 13.6 do not apply to this Contract
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

Part 2: Data provided by the Service Provider (Tenderer)

Clause	Data
1.	The Name of Service Provider is: Physical Address: Postal Address: Tel: Fax:
1.	The Period of Performance is
5.3.	The authorized and designed representative of the Service Provider is: Name: The address for receipt of communications is; Physical Address: Postal Address: Tel: Fax:

7.1.2	The Key Persons and their functions in relation to this assignment are; <table border="1"><thead><tr><th>No</th><th>Name and Surname</th><th>Specific Function</th></tr></thead><tbody><tr><td>1</td><td></td><td></td></tr><tr><td>2</td><td></td><td></td></tr><tr><td>3</td><td></td><td></td></tr><tr><td>4</td><td></td><td></td></tr><tr><td>5</td><td></td><td></td></tr><tr><td>6</td><td></td><td></td></tr><tr><td>7</td><td></td><td></td></tr></tbody></table>	No	Name and Surname	Specific Function	1			2			3			4			5			6			7		
No	Name and Surname	Specific Function																							
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RANDWEST CITY LOCAL MUNICIPALITY**TENDER NO: RWCLM-3/004/2021/2022****TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS****C1.3 SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE COMPLIANCE CHECKLIST****RAND WEST CITY LOCAL MUNICIPALITY**

REFERENCE DOCUMENT	COMPLIANCE CONDITIONS	YES	NO	N/A
CSD Supplier No	Is the bidder registered on CSD?			
Tax status Verification	Is the Bidder tax compliant on CSD?			
J.V Agreement	Has the bidder attached a joint venture agreement signed by authorised persons?			
Authority for signatory	Has the bidder completed the form of authority for signatory and signed by the duly authorised person(s)/ attached a letter of authority for signatory?			
Prohibited Bidder	Is the bidder black-listed on National Treasury's database?			
Professional Indemnity Insurance	Has the Bidder submitted a certified professional Indemnity Insurance of R10 000 000.00?			
CESA/SABTACO registration	Is the bidder registered with professional bodies?			
MBD 4	Is the bidder or any of the company's directors, managers, principal shareholders, any spouse, child or parent of the company's directors in the service of State?			
B-BBEE Verification Certificate	Has the Bidder submitted an original or Certified B-BBEE Verification Certificate?			
B-BBEE Verification Certificate JV	Has the Bidder submitted an original or Certified Consolidated B-BBEE Verification Certificate?			
Municipal rates and taxes of the business and its members	Has the Bidder attached municipal services charges account not in arrears			
COIDA registration	Is the bidder registered for COIDA?			
Compulsory Briefing	Has the bidder attended the compulsory site briefing			
Company registration certificate	Has the bidder attached company registration certificate			
Certified ID copies of Directors	Has the bidder attached certified ID copies of directors			
PDF DISK/MEMORY STICK	Has the Bidder submitted a Disk/Memory stick which contains Bidder's information			

TENDER NO: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

TERMS OF REFERENCE

RANDFONTEIN LOCAL MUNICIPALITY

TENDER NO: RWCLM-3/004/2021/2022

TENDER FOR DATABASE APPOINTMENTS OF PROFESSIONAL SERVICES PROVIDERS

C 2.1 SCOPE OF WORK

The object of this Invitation is for Application for Admission to Rand West City Local Municipality's Panel of Consultants for Professional Engineering Related Services for the period of three years. The panel is intended to comprise of various engineering related disciplines to be utilized to implement municipal projects in line with the approved Integrated Development Plan (IDP).

The services are meant to satisfy the need of the Rand West City Local Municipality's with regard to high quality services and specialized assignments (where the downstream impact may be important – including economic and efficiency factors), to give qualified service providers an opportunity to compete in the provision of services and demonstrate the transparency of the selection process.

Tenderers are requested to indicate below which particular service area categories. Tenderers may not sub contract services from other service providers in any service area category or sub-category for which they claim procurement points.

Service providers should be consultant belonging to a specific professional body and their projects to be delivered according to a known government gazette standard i.e. ECSA/SACPCMP and registered with the relevant association i.e. CESA/SABTACO. The applicable government gazette standard should be stated in the proposal.

NB: All bellow categories to include quantity surveying, designs, project management, Site supervision and Contract Administration.

A. ARCHITECTURE

The services will be required on the following types but not limited to this list.

- A1. Public office facilities
- A2. Libraries
- A3. Clinic, Health and Social service facilities
- A4. Sports, Recreation, Arts and Culture
- A5. Traffic and Law Enforcement facilities
- A6. Community facilities
- A7. Other public buildings
- A8. Renovations of community/public facilities

B. WATER

The services will be required on the following types but not limited to this list.

- C1. Reservoirs and Pressure Towers
- C2. Water Reticulation
- C3. Bulk water supply

- C4. Pump stations
- C5. WSDP (Water Service Development Plan)
- C6. Water Master plan
- C7. Water safety plan
- C8. Operational manual
- C9. Hydraulic Molding of the reticulation

C. SANITATION

The services will be required on the following types but not limited to this list.

- D1. Waste Water Treatment Works
- D2. Reinforced Concrete and Steel Works
- D3. Sewer Pump-stations and Pumping Mains
- D4. Sewer Networks and Outfall Sewer lines
- D5. Risk assessment
- D6. Monitor and measure capacity of outfall sewers as well as sewage pump-stations
- D7. Measure capacity of WWTP (Waste Water Treatment Plant) as and when required
- D8. Waste water treatment plant license and permit renewal (DWA)

E1. ROADS, STORM WATER & TRANSPORTATION

The services will be required on the following types but not limited to this list.

- E1. Storm Water analyses and master planning
- E2. Major Roads
- E3. Culverts, attenuation and detention ponds
- E4. Bridges
- E5. Road rehabilitation and upgrading
- E6. Township roads and Storm-water Systems
- E7. Traffic concrete structures
- E8. Integrated Transport planning and modeling
- E9. Traffic signaling and road sign management

F. STRUCTURAL

The services will be required on the following types but not limited to this list.

- F1. Reinforced concrete structures
- F2. Structural steel structure
- F3. Timber structure
- F4. Geotechnical investigation and foundation

G. HEALTH AND SAFETY

The services will be required on the following types but not limited to this list.

- G1. Health and safety compliance
- G2. Management of OHS
- G3. Health and Safety Audits

2.2 Contract period

The admission on the panel is for the period of three (3) years with an annual performance review. Failure to perform will result in the removal from the preferred list. Allocation of

projects will depend on the identified or prioritized projects by Council and available funds for a particular financial year.

2.3 Skills Transfer plan

The consultant will provide a structured skills transfer programme within the methodology. The training will be as defined under Contract Conditions Section covering all applicable aspects that should be covered during the period of the Contract to achieve the objectives.

2.4 SPECIALISED AREA

NB: All bellow categories to include quantity surveying, designs, project management, Site supervision and Contract Administration

A relevant registered professional mean a person specializing in the categories listed below.

Mark with X on your specialized area

A	ARCHITECTURE	
B	WATER & SANITATION	
C	ROADS, STORMWATER & TRANSPORTATION	
D	STRUCTURAL ENGINEERING	
E	ENVIRONMENTAL MANAGEMENT, WASTE MANAGEMENT AND LANDFILL SITES	
F	HEALTH AND SAFETY	

- The capacity of a firm or consultancy, in terms of technical personnel, skills and other resources will play a role in the allocation of work.
- Abridged CVs of all technical personnel and copies of qualifications must be attached.

C 2. 2. PROFESSIONAL FEES

Professional fees will be based on the following factors;

The conditions of agreement covering the awards to professionals, will be in accordance with the fee scales published by the appropriate Professional Institution of the profession, at the date of appointment.

Remuneration in all instances will be based on Tariff of Fees for persons registered in terms of the legislation covering that profession and will be incorporated in the Agreement signed with the professional when an appointment is confirmed.

There is therefore no financial component to the procurement points system. The client reserves the right to negotiate lower rates with the consultant after the appointment, if it is considered justifiable.

RAND WEST CITY LOCAL MUNICIPALITY

TENDER NO: RWCLM-3/004/2021/2022

TENDER FOR PROFESSIONAL SERVICES OF

C 3.3	HEALTH AND SAFETY SPECIFICATIONS
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The health and safety specifications is in accordance with OSH ACT 85 of 1993 and construction regulations.

RAND WEST CITY LOCAL MUNICIPALITY

TENDER NO: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS

C 3.4	LABOUR INTENSIVE SPECIFICATIONS
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The person responsible for the design and documentation of the labour intensive works, must have completed, or be registered on a skills programme for, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies".

The person who is responsible to the employer for the administration of the contract, must have completed, or be registered on a skills programme for, the NQF level 5 unit standard "Manage Labour Intensive Construction Projects".

RANDFONTEIN LOCAL MUNICIPALITY

TENDER NO: RWCLM-3/004/2021/2022

TENDER FOR THE CREATION OF PANEL OF PROFESSIONAL SERVICE PROVIDERS
VOLUME 3: The Contract

Part C 4	Site Information
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The Appointed Professional Service Provider will carry all assignments within the area of Jurisdiction of Rand West City Local Municipality and in areas to be determined by the Municipality from time to time.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)