

APPOINTMENT OF PANEL OF CONSULTANTS WITHIN INFRASTRUCTURE AND WATER SERVICES DEPARTMENT FOR A PERIOD OF THREE YEARS.



SEKHUKHUNE
District Municipality

Private Bag X8611 Groblersdal 0470, 3 West Street Groblersdal 0470
Tel : (013) 262 7300, Fax: (013) 262 3688
E-Mail : sekinfo@sekhukhune.co.za

APPOINTMENT OF PANEL OF CONSULTANTS WITHIN INFRASTRUCTURE AND WATER SERVICES DEPARTMENT FOR A PERIOD OF THREE YEARS.

BIB NO.: SK-8/3/1-16/2021/22

PROCUREMENT DOCUMENT

Registered Name of Bidder:

Trading Name of Bidder:

Registration No. of Entity:

Postal address of Bidder:

Contact Person:

Tel. No:

E-mail Address:

Cell No:

Fax No:

Tender Amount:

ISSUED BY:

Acting Director: Infrastructure Water Services

Karabo Ramadje

Sekhukhune District Municipality

Private Bag X8611

Groblersdal

0270

Tel: (013) 262 7535

E-mail: Ramadjek@sekhukhune.gov.za

PREPARED BY:

Cluster Manager: Operations & Maintenance

Mr. L.T Ledwaba

Sekhukhune District Municipality

Private Bag X8611

Groblersdal

0270

Tel: (013) 262 7345

E-mail: Ledwabat@sekhukhune.gov.za

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T1.1 TENDER NOTICE AND INVITATION TENDERERS

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MBD 1 INVITATION TO BID

**APPOINTMENT OF PANEL OF CONSULTANTS WITHIN INFRASTRUCTURE AND WATER SERVICES DEPARTMENT FOR A
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TENDER DETAILS

TENDER NUMBER:	SK-8/3/1-16/2021/22					
TENDER TITLE:	APPOINTMENT OF PANEL OF CONSULTANTS WITHIN INFRASTRUCTURE AND WATER SERVICES DEPARTMENT FOR A PERIOD OF THREE YEARS.					
CLOSING DATE:	2021/10/29	CLOSING TIME:		11H00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	N/A	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:			N/A	
BID BOX:	Situating at: Groblersdal AB Sikhosana Fire Station, the bid box is generally open 22 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)

NAME OF TENDERER:		
NAME OF CONTACT PERSON		
PHYSICAL ADDRESS:		POSTAL ADDRESS:
TELEPHONE #:		FAX NO:
E-MAIL ADDRESS:		
Total for Item 3 on page 87:		
DATE:		
SIGNATURE OF TENDERER:		

CAPACITY UNDER WHICH THIS BID IS SIGNED:

PLEASE NOTE:

1. Tenders that are deposited in the incorrect box will not be considered.
2. Tender box deposit slot is 28cm x 2.5cm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
2. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
TECHNICAL ENQUIRIES	Karabo Ramadje	013 262 7535
ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	H.L Nkadimeng	013 262 7300
	Voster Masemola	013 262 7300

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2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority for Signatory (<i>Compulsory</i>)	YES		NO	
Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)	YES		NO	
Certified copy of identity documents for directors (required for evaluation)	YES		NO	
Compulsory Enterprise Questionnaire-SCHEDULE 1A (<i>Compulsory</i>)	YES		NO	
Copy of Company Registration Documents or CK1 for Close Corporations (<i>Compulsory</i>)	YES		NO	
Form of offer to be properly signed (<i>Compulsory</i>)	YES		NO	
Declaration of Interest (MBD4) (<i>Compulsory</i>)	YES		NO	
MBD 5 (required for evaluation) Documentation if Tender Exceeds R10 Million (<i>Compulsory if Applicable</i>) -Three years audited financial statements for those transactions above R10million. -A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii).	YES		NO	
MBD 6.1 preference points claim form in terms of the preferential procurement regulations 2017	YES		NO	
Declaration of Local Content (MBD 6.2 and Annex C) (<i>Compulsory if Applicable</i>)	YES		NO	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (<i>Compulsory</i>)	YES		NO	
Certificate of Independent Bid Determination (MBD9) (<i>Compulsory</i>)	YES		NO	
Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBBEE Exempted Micro Enterprises as per bidder's correct turnover category (<i>Required for evaluation</i>)	YES		NO	
Rates and Taxes for both company and directors not in arrears for more than 3 months in accordance with regulation 38 or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable (<i>Compulsory</i>)	YES		NO	
Valid Tax Clearance Certificate Issued by the South African Revenue Service. (<i>Compulsory</i>) or PIN issued by SARS	YES		NO	
CSD Registration/CSD Summary Report (<i>Compulsory</i>)				

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	YES		NO	
Proof of insurance with a registered financial services provider(<i>compulsory</i>)	YES		NO	
Declaration by Bidder	YES		NO	
Certificate or membership number indicating that the bidder is registered with CESA and/or SAICE (<i>compulsory</i>)	YES		NO	
Professional indemnity insurance document of R 5 000 000 (<i>compulsory</i>)	YES		NO	

Note:

The meaning of the cursive type for each Form is as follows:

- *Compulsory:* Documentation or Information that must be submitted with the tender
(Failing to submit any if the document may result in the tender being deemed

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
3. TENDER NOTICE & INVITATION TO TENDER			

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Tender documents, in English, are obtainable from Wednesday, 22 September 2021, at Bareki Mall Cnr. Van Riebeeck and Chris Wild Street Sekhukhune District Municipality offices from Cashiers; Tel: 013 262 7300 between 07h30 and 16h30 upon payment of a tender participation fee of R750-00 per set. Alternatively, the document may be downloaded free of charge from the website: www.etenders.gov.za.

Sealed tenders, with: "Tender No.: **SK-8/3/1-16/2021/22: Appointment of panel of consultants within infrastructure and water services department for a period of three years..**" clearly enclosed on the envelope, must be deposited in Tender Box No. 5 at AB Sikhosana Fire station offices of Sekhukhune District Municipality, next to Groblersdal WTW. Bids may only be submitted on the bid documentation issued by Sekhukhune District Municipality.

The closing date and time of the tender is on 29 October 2021 at 11h00 and tenders will be opened in public immediately thereafter at AB Sikhosana Fire station offices of Sekhukhune District Municipality, next to Groblersdal WTW.

Tenders must be valid for 90 days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2017 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

Sekhukhune District Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of Sekhukhune District Municipality.

Please refer enquiries to Thomas Ledwaba at telephone number: 013 262 7345 or 082 578 0193

4. TENDER DATA

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Clause #	
	The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the September 2015 edition of the CIDB Standard for Uniformity in Construction Procurement (Board Notice 187 of 2015 - refer to www.cidb.org.za). The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data 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.
F.1.1	General: The Employer is Sekhukhune District Municipality, as stipulated in the Tender Notice and Invitation to Tender as on page 6 of this document.
F.1.2	Tender documents: The tender documents issued by the Employer comprise: PART T1: TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2: RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Form of Guarantee C1.4: Adjudicator's Agreement (if applicable) PART C2: PRICING DATA (Not Applicable) C2.1: Pricing Instructions C2.2: Bills of Quantities PART C3: SCOPE OF WORKS C3: Scope of Work C3.1: Description of the Works C3.2: Annexes PART C4: CONDITIONS OF CONTRACT
F.1.2	Communication and employer's agent: The employer has no agent acting on it's behalf for the purpose of this tender. The employer's representative for the purpose of communication between the employer and bidders is: Name: Mr Karabo Ramadje Address: Sekhukhune District Municipality PO Box 8116 Groblersdal, 0720 Tel: (013) 262 7577 E-mail: Ramadjek@sekhukhune.gov.za Only information issued formally in writing to bidders by the employer's representative will be regarded as amendments to the tender document
F1.5.	add the following to clause F1.5.1. Sekhukhune District Municipality reserves the right to accept all, some, or none of the bids received – either wholly or in part – and it is not obliged to accept the lowest or any bid.
F.2.1	Eligibility: F.2.1. Add the following:

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	Only those bidders who also satisfy the following criteria are eligible to submit tenders: F.2.1.3 Registration as Service Provider: Only those bidders who are registered and verified on Central Supplier Database as service providers or are capable of being so registered prior to the evaluation of submissions, are eligible to submit bids. The Employer will only enter into a formal contract with a bidder who is registered on Sekhukhune District Municipality's Suppliers Database as a service provider.
	F.2.1.2 Local office: In order to be considered for an appointment in terms of this tender, bidders must have an office in the Limpopo, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out. The physical address of the local office must be indicated certified proof of residence, as well as the preferred domicilium citandi et executandi for the purposes of any contract arising from this tender submission. F.2.1.5 Key personnel: The following personnel certified qualifications and cv must be attached as the work team to assist the bidder to execute task of the bidder and available for the envisaged appointments: A Project Leader who is a registered as Professional Engineer or registered Professional Technologist/Technician with the Engineering Council of South Africa (ECSA) or South African Council for the Project and Construction Management Professionals (SACPCMP) , with at minimum years verifiable post graduate experience in the provision of consulting engineering services and project management w.r.t. Municipal Infrastructure, relevant to the disciplines tendered for. The person must demonstrate competence w.r.t. experience and qualification and/or completion of relevant courses. The Project Manager must have acted as the „Engineer“ in terms of the latest General conditions of Contract for Construction Works within the last three years and registered with the Engineering Council of South African (ECSA) with at least three (3) years verifiable post graduate experience in the development and management of groundwater projects. The CAD Operator with multi-disciplinary draughting National Certificate (MDDOP N4/5) and minimum of two (2) years' experience in providing professional services in water services and water source infrastructure projects. Resident Engineer with National Diploma in Civil Engineering and registered as a candidate of NQF levelb5 Labour intensive F.2.1.6 Professional indemnity insurance: The employer will not award a contract to any bidder that does not hold valid professional indemnity (PI) insurance providing cover for an amount of at least R5 000 000 in respect of each and every claim during the period of insurance, which stated minimum cover shall remain in place for the full contract period. Proof of insurance must be submitted with the tender F.2.1.7 Functionality Evaluation: Bids will be subjected to a Functionality evaluation process, based on specific quality criteria. Only bidders who attain a minimum score of 70% or more for quality will be considered for further evaluation. Bids that score less than 70% will be rejected as non-responsive. Note: The Eligibility Assessment sheet is enclosed on pages 50,51 and 52. Bidders are advised to carefully study these sheets to ensure that the correct information is provided.
F.2.7	Clarification meeting:

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	There will be no bid clarification meeting.
F.2.13	If, a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be submitted to SDM infrastructure and water services. Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed
F.2.13	Submitting a bid: F.2.13.3 Each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies. F.2.13.2 The tender shall be signed by a person duly authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the
	participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. F.2.13.5 The employer's address for delivery of bids and identification details to be shown on each tender offer package is: Location of tender box: Sekhukhune District Municipality, AB Sikhosana Fire Station, Groblersdal next to WTW, Identification Details: TENDER No. SK-8/3/1-16/2021/22: APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR THE PLANNING AND DESIGN, PROJECT MANAGEMENT AND COMMISSIONING OF WATER SERVICES INFRASTRUCTURE AS AND WHEN THEIR SERVICES REQUIRED BY SEKHUKHUNE DISTRICT MUNICIPALITY PERIOD OF 36 MONTHS. F.2.13.6 A two-envelope procedure will not be followed.
F.2.14	The closing time for submission of tender offers is stated in the Tender Notice/ Invitation to Tender
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.16	Tender offer validity: The tender offer validity period is 90 days
F.2.17	Clarification of tender offer after submission: Add the following to F.2.17: A tender may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.
F.2.23	The tenderer is required to submit the following certificates with his tender: 1. A certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days 2. A particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); 3. A valid Tax Clearance Certificate issued by the South African Revenue Services or SARS verification number
F.3.2	Opening of tender submissions: Add the following to F3.2:

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	The time and location for opening of the tender offers are: Time: 11h00 on Friday 29 October 2021; Location: AB Sikhosana Fire Station board room, Sekhukhune District Municipality, Tenders will be opened in public immediately after the closing time for tenders at 10h00.
F3.4	The time and location for opening of the tender offers are in accordance with F.2.14
F3.8	Test for responsiveness: Add the following to F3.8: Bids will be considered non-responsive if, inter alia: - the bid does not comply with the eligibility criteria listed in F2.1 above. - the bidder has failed to clarify issues, or to submit any supporting documentation, within the time for submission
	stated in the employer's written request. - the bid failed to score the minimum of 70% in the pre-qualification evaluation for functionality/quality.
F3.11	The procedure for the evaluation of responsive tenders is Quality/functionality and Preference. Evaluation of Bid offers: F.3.11.5 Add the following: The procedure for the evaluation of responsive tenders will be Method 2: Preferences and quality, where quality will be assessed for functionality purposes. Evaluation stages: Stage 1: Screening process (i.e. general completeness) and responsiveness; Stage 2: Functionality evaluation in terms of minimum threshold for functionality. The functionality evaluation will be subdivided into the following evaluation categories: Company's relevant experience Key Personnel Relevant experience The minimum number of functionality points is 70 out of 100. Tender offers that fail to score this minimum number of functionality points will be rejected. Refer to the Functionality Evaluation guide sheet, and Returnable schedules on pages 72 to 81 for detail on the submissions required to score points for quality. Bidders are advised to carefully study this sheet and schedules, to ensure that sufficient relevant information is provided for each discipline/category tendered for. Tenderers that fail to supply the information requested in any of the schedules with their tender offers will score zero on Quality/Functionality points in the particular regard. Stage 2: Preference: For preferences, the B-BEEE status level of contribution will determine the points scored out of a maximum of 20 points, in accordance with the requirements as set out in form MBD 6.1 on page 22.
F3.12	Tenderers are advised to study: when completing Schedule and claiming points.
F.3.13	<u>COMPULSORY DOCUMENTS TO SUBMIT</u> 1.Valid Tax Clearance Certificate; 2.Proof of certified Company registration 3.Proof that Municipal Rates are not in arrears for more than thirty (30) days for the company. 4.Proof that Municipal Rates are not in arrears for more than three months for directors of the company. 5.BBBEE Certificate. (Only if BBBEE points are claimed); 6.Joint Venture agreement If applicable 7.Authority of signatory 8.The bidder should submit tree years audited annual financial statement. TENDER OFFERS WILL ONLY BE ACCEPTABLE ON CONDITION THAT THE: a) The tender offer is signed by a person authorized to sign on behalf of the Tenderer.

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	b) A valid tax Clearance Certificate is included with this tender. c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Tenderer's health and safety plan, is included with his tender submission. d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with this tender. e) The Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection. f) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. g) The Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect. h) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission. i) Tenderer submitted certificate or membership number indicating that the bidder is registered with CESA and/or SAICE (compulsory) j) Tenderer submitted professional indemnity insurance document of R 5 000 000 (compulsory) i) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: i. Having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract. ii. Having acted in a fraudulent or corrupt manner in obtaining or executing this Contract; iii. Having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour. iv. Having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tenderer to be submitted by either party. v. Having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. vi. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
F.4	Additional Conditions of Tender: The additional conditions of tender are:
F.4.1	Invalid bids: Bids shall be considered invalid and shall be endorsed and recorded as such in the bid opening record, by the responsible official who opened the bid, in the following circumstances: (a) if the tender offer is not submitted on the Pricing Schedule bound into this tender document; (b) if the tender is not completed in non-erasable ink; (c) if the offer has not been signed; (d) if the offer is signed, but the name of the bidder is not stated or is unrecognizable; (e) If masking fluid has been used to make corrections on the tender document.
F.3.18.	Copies of the contract Add the following: The number of paper copies of the signed contract to be provided by the Employer is one

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	<i>The contract period is three years from the date of appointment with an option for extension.</i>
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5. RETURNABLE DOCUMENTS

NAME (PRINT):		NAME OF FIRM:	
SIGNATURE:			
CAPACITY:		DATE:	

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T2.1 List of Returnable Documents
T2.2 Returnable Schedules

NAME (PRINT):			
SIGNATURE:		NAME OF FIRM:	
CAPACITY:		DATE:	

6. LIST RETURNABLE DOCUMENTS

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

T2.2 List of Returnable Schedules

1.	Authority for Signatory (<i>Compulsory</i>)
2.	Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)
3.	Certified copy of identity documents for directors (required for evaluation)
4.	Compulsory Enterprise Questionnaire-SCHEDULE 1A (<i>Compulsory</i>)
5.	Copy of Company Registration Documents or CK1 for Close Corporations (<i>Compulsory</i>)
6.	Form of offer to be properly signed (<i>Compulsory</i>)
7.	Declaration of Interest (MBD4) (<i>Compulsory</i>)
8.	MBD 5 (required for evaluation) Documentation if Tender Exceeds R10 Million (<i>Compulsory if Applicable</i>) -Three years audited financial statements for those transactions above R10million. -A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii).
9.	Declaration of Local Content (MBD 6.2 and Annex C) (<i>Compulsory if Applicable</i>)
10.	Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (<i>Compulsory</i>)
11.	Certificate of Independent Bid Determination (MBD9) (<i>Compulsory</i>)
12.	Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBBEE Exempted Micro Enterprises as per bidder's correct turnover category (<i>Required for evaluation</i>)
13.	Rates and Taxes for both company and directors not in arrears for more than 3 months in accordance with regulation 38 or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable (<i>Compulsory</i>)
14.	Valid Tax Clearance Certificate Issued by the South African Revenue Service. (<i>Compulsory</i>) or PIN issued by SARS
15.	CSD Registration/CSD Summary Report (<i>Compulsory</i>)
16.	Proof of insurance with a registered financial services provider (<i>compulsory</i>)
	Certificate or membership number indicating that the bidder is registered with CESA and/or SAICE (<i>compulsory</i>)

**APPOINTMENT OF PANEL OF CONSULTANTS WITHIN INFRASTRUCTURE AND WATER SERVICES DEPARTMENT
FOR A PERIOD OF THREE YEARS.**



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7. EVALUATION CRITERIA

1. Bidders must provide sufficient information to qualify for pre-qualification points

in respect of functionality addressing the following: -

- 1.1. Physical address
- 1.2. Fields of activity / expertise
- 1.3. Staffing / Human Resources

2. Bidders shall also provide certified proof of residence as it pertains to the Local Office.

Bidders will be evaluated based on the following criteria:

- Stage 1 – Functionality
- Stage 2 – BBBEE status level Points

Only Bidders who score 70% or more on stage 1 would be evaluated further and therefore eligible to awarded the tender.

ITEM	WEIGHT
STAGE 1 OF EVALUATION- FUNCTIONALITY	
FUNCTIONALITY	100
1. PREVIOUS EXPERIENCE OF THE COMPANY	20
Attach appointment letter, completion certificate or proof that the project was completed successfully)	
1.1 One(1) to three(3) years of experience providing professional services in water services and water source infrastructure projects.	5

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1.2 Above three(3) to 5 years of experience providing professional services in water services and water source infrastructure projects.	10
1.3 Above five (5) years of experience providing professional services in water services and water source infrastructure projects.	20
NB: The bidders must submit proof of completed projects with completion certificates	
2. PROJECT LEADER REGISTERED WITH ENGINEERING COUNCIL SOUTH AFRICA (ECSA) AND/OR THE SOUTH AFRICAN COUNCIL FOR THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONALS (SACPCMP) AND YEARS EXPERIENCE IN PROVIDING PROFESSIONAL SERVICES IN WATER SERVICES AND WATER RESOURCE INFRASTRUCTURE PROJECTS.	20
(Attach CV's and certified copy of certificates of (BEng / BTech/NDip & Pr CPM / B.Sc. (Hons/) in (civil / water and structural)	
2.1 three(3) to Five years of experience providing professional services in water services and water source infrastructure projects.	5
2.2 Above Five (5) to Nine (9) years of experience in water services and water source infrastructure projects.	10
2.3 Ten years and above of experience in water services and water source infrastructure projects.	20
3. PROJECT MANAGER WITH PROOF OF ENGINEERING COUNCIL SOUTH AFRICA (ECSA) REGISTRATION AND YEARS EXPERIENCE IN PROVIDING PROFESSIONAL SERVICES IN WATER SERVICES AND WATER RESOURCE INFRASTRUCTURE PROJECTS.	20
Attach CV's and certified copy of certificates of (Pr Eng/Tech/Techni & NQF level 5 (Manage labour intensive construction projects) of various field (Civil, Water and Structural)	
3.1 Three(3) years of years of experience providing professional services in water services and water resource infrastructure projects.	5
3.2 Five (5) years of experience providing professional services in water services and water source infrastructure projects.	10

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3.3 Ten years of experience in water services and water resource infrastructure.	20
4. CAD OPERATOR WITH MULTI-DISCIPLINARY DRAUGHTING NATIONAL CERTIFICATE (MDDOP N4/5) AND MINIMUM OF TWO (2) YEARS EXPERIENCE IN PROVIDING PROFESSIONAL SERVICES IN WATER SERVICES AND WATER SOURCE INFRASTRUCTURE PROJECTS.	15
CAD OPERATOR	
(Attach CV's and certified copy of certificates of multi-disciplinary draughting National Certificate (MDDOP N4/5))	
4.1 Two (2) years of experience in providing professional services in water services and water source infrastructure projects.	5
4.2 Above two (2) to four (4) years of experience providing professional services in water services and water source infrastructure projects.	7.5
4.3 Above four (4) years of experience providing professional services in water services and water source infrastructure projects.	15
RESIDENT ENGINEER	15
5. MINIMUM NATIONAL DIPLOMA CIVIL ENGINEERING FIELD AND REGISTERED AS A CANDIDATE OF NQF LEVEL 5 LABOUR INTENSIVE CONSTRUCTION PROJECTS.	
(Attach CV's and certified copy of certificates of one of various Disciplines (Diploma in Civil Engineering))	
5.1 One years of experience providing professional services in water services and water resource infrastructure projects.	5
5.2 Above 1 to 3 years of experience providing professional services in water services and water resource infrastructure projects.	7.5
5.3 Above three 3 years of experience providing professional services in water services and water	15

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resource infrastructure projects.	
NB:Team members must submit certified copies of qualifications.	
1. LOCALITY	10
6.1. Bidders residing within Sekhukhune District Municipality.	10
6.2. Bidders residing within Limpopo province outside Sekhukhune District Municipality	5
6.3 Bidders residing outside Limpopo province	2
TOTAL	100

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2.3. Disciplines/Areas of expertise tendered for:

(Tick applicable below)

Sufficient information must be provided in the returnable documents to confirm expertise in all disciplines/fields of expertise tendered for.

Water Resources and Bulk Water		Water Reticulation	
Water Reticulation		Water Treatment	
Water Conservation & Demand Management		Water Services Institutional Plans / Audits	
Bulk Sewerage and Sewer Reticulation		Labour Intensive Projects	
Water And Sewer Master Planning		Wastewater Treatment	

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8. TERMS OF REFERENCE BACKGROUND, OBJECTIVES AND SCOPE OF WORK

1. OBJECTIVE

The objective of the terms of reference is to enable Sekhukhune District Municipality to appoint competent and suitable panel of consulting companies with various engineering field and/or expertise for Water Services Infrastructure (Water and Sanitation Project Planning and Design) i.e. options analyses, feasibility studies, planning, funding applications, license applications, preliminary design, detailed design, compilation of bid specifications, bid documentation and bid evaluation reports, construction supervision and monitoring, services duties as agent on behalf of the employer in terms of the Construction Regulations, for the implementation of various Water Services Infrastructure projects within Sekhukhune municipal area, for the period of three years.

2. BACKGROUND

Sekhukhune District Municipality (SDM) was accorded Water Services Authority status 2003 wherein is responsible for water services infrastructure development projects to eradicate backlog and improve service delivery within its area of jurisdiction.

SDM was having panel of professional service providers to assist with planning and design of water services infrastructure as and where their services are required. Their contract elapsed by the 31 July 2021 wherein it is imperative to commence with the procurement of the other panel of professional service providers as a matter of urgency. Currently the SDM planning, and design division doesn't have adequate personnel that can be able to prepare the feasibility study and technical report for the areas that requires new water services infrastructure project.

The water services infrastructure must be properly planned and designed by expertise to avoid unnecessary incomplete projects that cannot be commissioned due to poor planning and designs. The success of any project depends on the consulting firm with most appropriate experience and expertise in terms of skill, knowledge, experience, managerial abilities, and reputation.

3. SCOPE OF WORK

- 3.1 SDM has to appoint Consulting firms to provide professional inputs, advice and support for the implementation of new water services infrastructure projects through the provision of appropriate and technical expertise for following services: -

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Water resource investigations, Options analyses, Feasibility studies, Funding applications, License applications, Planning and design, Contract administration and supervision, Identification and development of new water sources, Augmentation, upgrading, refurbishment and replacement of existing sources and bulk water infrastructure, Submission of record drawings and asset registers in compliance with GRAP (Generally Recognized Accounting Practice) for the following components; (Water Resources & Bulk Water, Water Reticulation, Water Treatment, Dam Safety, Bulk Sewer Systems and Sewer Reticulation, Water Services Master Plan, Institutional Plans and Audits Water Conservation / Water Demand Management (WC/WDM)

4. DURATIONS AND DELIVERABLES OF THE CONTRACT.

4.1 The duration of the panel of consultants will be for three (03) years, the commencement date will depend upon the signing of the contract.

5. DELIVERABLES

5.1 INCEPTION

Planning, Studies, Investigations and Assessments

The appointed bidder must establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies)

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

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DELIVERABLES:

- ◆ Agreed services and scope of work.
- ◆ Signed agreement.
- ◆ Report on project, site and functional requirements.
- ◆ Schedule of required surveys, tests, analyses, site and other investigations.
- ◆ Schedule of consents and approvals and related lead times.

5.2 CONCEPT AND VIABILITY (PRELIMINARY DESIGN)

The appointed bidder must prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project)

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

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DELIVERABLES:

- ◆ Concept design.
- ◆ Schedule of required surveys, tests and other investigations and related reports.
- ◆ Process design.
- ◆ Preliminary design.
- ◆ Cost estimates as required.

5.3 DESIGN DEVELOPMENT (DETAIL DESIGN)

The appointed bidder must develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project)

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

DELIVERABLES:

- ◆ Design development drawings.
- ◆ Outline specifications.
- ◆ Local and other authority submission drawings and reports.
- ◆ Detailed estimates of construction costs.

5.4 DOCUMENTATION AND PROCUREMENT

The appointed bidder must prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

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

DELIVERABLES:

- ◆ Specifications.
- ◆ Services co-ordination.
- ◆ Working drawings.
- ◆ Budget construction cost.
- ◆ Tender documentation.
- ◆ Tender evaluation report.
- ◆ Tender recommendations.
- ◆ Priced contract documentation.

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5.5 CONTRACT ADMINISTRATION AND INSPECTION

The appointed bidder must prepare manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

- (1) Attend site handover.
- (2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- (3) Carry out contract administration procedures in terms of the contract.
- (4) Prepare schedules of predicted cash flow.
- (5) Prepare pro-active estimates of proposed variations for client decision making.
- (6) Attend regular site, technical and progress meetings.
- (7) Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- (8) Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works
- (9) Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- (10) Adjudicate and resolve financial claims by contractor(s).
- (11) Assist in the resolution of contractual claims by the contractor.
- (12) Establish and maintain a financial control system.
- (13) Clarify details and descriptions during construction as required.
- (14) Prepare valuations for payment certificates to be issued by the principal agent.
- (15) Instruct witness and review all tests and mockups carried out both on and off site.
- (16) Check and approve contractor drawings for design intent.
- (17) Update and issue drawings register. (18) Issue contract instructions as and when required.
- (19) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- (20) Inspect the works and issue practical completion and defects lists.

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(21) Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.

DELIVERABLES:

- ◆ Schedules of predicted cash flow.
- ◆ Construction documentation.
- ◆ Drawings register.
- ◆ Estimates for proposed variations.
- ◆ Contract instructions.
- ◆ Financial control reports.

5.6 CLOSE-OUT

The appointed bidder must fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

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

DELIVERABLES:

- ◆ Valuations for payment certificates
- ◆ Works and final completion list
- ◆ Operations and maintenance manuals, guarantees and warranties
- ◆ As-built drawings and documentation
- ◆ Final account

5.8 MEDIATION, ARBITRATION AND LITIGATION PROCEEDINGS AND SIMILAR SERVICES

Where the client requires the consulting engineer to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the client and the consulting engineer:

- (1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.

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- (2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings such as Contractor disputes.
- (3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

5.8.1. PRINCIPAL AGENT OF THE CLIENT

When a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the principal agent of the client on a building or multi-disciplinary project for the purposes of procurement and construction on a project, the consulting engineer will also be responsible for the design Development Services

- (1) Prepare, co-ordinate, agree and monitor a detailed design and documentation programme

DELIVERABLES:

- (2) ♦ Detailed design and documentation programme:

5.9 CONSTRUCTION ADMINISTRATION SERVICES

- (1) Arrange site handover to the contractor
- (2) Establish construction documentation issue process
- (3) Agree and monitor issue and distribution of construction documentation
- (4) Instruct the contractor on behalf of the client to appoint subcontractors
- (5) Conduct and record regular site meetings
- (6) Review, approve and monitor the preparation of the construction programme by the contractor
- (7) Regularly monitor performance of the contractor against the construction programme
- (8) Adjudicate entitlements that arise from changes required to the construction programme
- (9) Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s)
- (10) Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors
- (11) Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant

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- (12) Monitor preparation of the environmental management plan by the environmental consultant
- (13) Establish procedures for monitoring scope and cost variations
- (14) Monitor, review, approve and issue certificates
- (15) Receive, review and adjudicate any contractual claims
- (16) Monitor preparation of financial control reports by the other consultants
- (17) Prepare and submit progress reports
- (18) Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion

DELIVERABLES:

- ◆ Signed contracts
- ◆ Approved construction programme
- ◆ Construction documentation
- ◆ Payment certificates ◆ Progress reports
- ◆ Record of meetings
- ◆ Certificate(s) of practical completion and coordination of defects list
- ◆ Facilitate and expedite receipt of occupation certificates for close out Services
- (1) Co-ordinate and monitor rectification of defects
- (2) Manage procurement of operations and maintenance manuals, warranties guarantee and
- (3) Manage preparation of record drawings and documentation
- (4) Manage procurement of outstanding statutory certificates
- 5) Monitor, review and issue payment certificates
- (6) Issue completion certificates
- (7) Manage agreement of final account(s)
- (8) Prepare and present the project close-out report

DELIVERABLES:

- ◆ Completion certificates
- ◆ Record of necessary meetings
- ◆ Project close-out report

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10. RESOURCES

Where possible work must preferably be labour intensive based.

All technical works, source development, infrastructure development must be done by professionals with experience no less than 5 years.

Required key personnel:-

10.1 A Project Leader who is a registered as Professional Engineer or registered Professional Technologist/Technician with the Engineering Council of South Africa (ECSA) or South African Council for the Project and Construction Management Professionals (SACPCMP) , with at minimum years verifiable post graduate experience in the provision of consulting engineering services and project management w.r.t. Municipal Infrastructure, relevant to the disciplines tendered for. The person must demonstrate competence w.r.t. experience and qualification and/or completion of relevant courses.

10.2 The Project Manager must have acted as the „Engineer“ in terms of the latest General conditions of Contract for Construction Works within the last three years and registered with the Engineering Council of South African (ECSA) with at least three (3) years verifiable post graduate experience in the development and management of groundwater projects.

10.3 The CAD Operator with multi-disciplinary draughting National Certificate (MDDOP N4/5) and minimum of two (2) years' experience in providing professional services in water services and water source infrastructure projects.

10.4 Resident Engineer with National Diploma in Civil Engineering and registered as a candidate of NQF levelb5 Labour intensive

11 PAYMENTS

The payment for the professional service will be paid as per ECSA guidelines.

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9. KEY PERSONNEL

The bidder is referred to clause F.2.1.5 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the bidder for the bidder to be eligible to submit a tender. **The Curriculum Vitae of everyone** must be appended to this schedule.

22.1 . A Project Leader who is a registered Professional Engineer or registered Professional Technologist/Technician with the Engineering Council of South Africa (ECSA), with at least seven years verifiable post graduate experience in the provision of consulting engineering services and project management Municipal Water Infrastructure, relevant to the disciplines tendered for. The person must demonstrate competence Water Services Infrastructure experience and qualification and/or completion of relevant courses.

22.2 The Project Leader must have acted as the „Engineer“ in terms of the latest General conditions of Contract for Construction Works within the last three years. In the case of groundwater projects, the Project Leader must be a registered Professional Natural Scientist with the South African Council for Natural Scientific Professions (SACNASP), with at least seven years verifiable post graduate experience in the development and management of groundwater projects. The Project Leader’s professional registration number must be indicated on page 78, Key Personnel.

22.3 A Project Engineer who is a qualified Engineer / Technologist / Technician, with at least five years verifiable post graduate experience in municipal infrastructure projects relevant to the disciplines tendered for. In the case of groundwater projects, the “Project Engineer” can also be a qualified Geo Hydrologist with at least five years verifiable post graduate experience in groundwater projects. Resident Engineers will be appointed per project when applicable, upon approval by the employer. The Curriculum Vitae of all key personnel must be submitted with the bid. Key personnel will be expected to operate from the “local office”, as and when the demands of the anticipated projects require.

NAME (PRINT):		NAME OF FIRM:	
SIGNATURE:		DATE:	
CAPACITY:			

Experience of Company

**APPOINTMENT OF PANEL OF CONSULTANTS WITHIN INFRASTRUCTURE AND WATER SERVICES DEPARTMENT
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Bidder to list all the work carried out before of the same nature. The bidder can refer to company profile if the projects are categorically sorted

No	Project description	Project Amount	Year Completed	Client Name	Contact Person & contact number for reference
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

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10. AUTHORITY OF SIGNATORY

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	
Date Resolution was taken	

Full name and surname of ALL Director(s) / Member (s)							
1.		2.					
3.		2.					
5.		6.					
7.		8.					
9.		10.					
Is a CERTIFIED COPY of the resolution attached?				YES		NO	

SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME:			
WITNESS 1		WITNESS 2	

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11. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____,
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.

(i) Name of firm (Lead partner)			
Addresses			
		Tel:	
Signature		Designation:	

(ii) Name of firm			
Addresses			
		Tel:	
Signature		Designation:	

(iii) Name of firm			
Addresses			
		Tel:	
Signature		Designation:	

(iv) Name of			
Addresses			
		Tel:	
Signature		Designation:	

NOTE: A copy of the Joint Venture Agreement clearly showing the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule

(V) CERTIFICATE FOR SOLE PROPRIETOR

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I,hereby confirm that I am the sole owner of the business trading

as

Signature of Sole owner

As Witnesses: 1.

2. Date

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12.CERTIFIED COPY OF IDENTITY DOCUMENTS FOR DIRECTORS

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28. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 2: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2002;

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

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature
SIGNATURE ON BEHALF OF PARTNERSHIP:		DATE:
PRINT NAME:		
WITNESS 1:		WITNESS 2:

CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium. The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNATURE ON BEHALF OF PARTNERSHIP:			
PRINT NAME:			

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14.COPY OF COMPANY REGISTRATION DOCUMENTS OR CK1 FOR CLOSE CORPORATIONS

Important note to Tenderer: certified copies (Not older than three months from tender closing date) of Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here)

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29. FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the **APPOINTMENT OF PANEL OF SUITABLE SERVICE PROVIDERS FOR ELECTRO-MECHANICAL TERMS CONTRACT FOR SEKHUKHUNE DISTRICT MUNICIPALITY INFRASTRUCTURE AND WATER SERVICE DEPARTMENT AS AND WHEN THEIR SERVICES REQUIRED FOR THE PERIOD OF 36 MONTHS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value-Added Tax is:

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness Date

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2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature of witness

Date

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30. DECLARATION OF INTEREST - MBD 4

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

3.1	Full Name of bidder or his or her representative												
3.2	Identity Number												
3.3	Position occupied in the Company (director, trustee, shareholder²):												
3.2	Company Registration Number:												
3.5	Tax Reference Number												
3.6	VAT Registration Number												

3.7	Are you presently in the service of the state?	YES		No	
3.7.1	If so, furnish particulars:				
3.8	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1	If so, furnish particulars:				

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

1. a member of –

i. any municipal council; ii. any provincial legislature; or iii. the National Assembly or the National Council of Provinces;

2. a member of the board of directors of any municipal entity;

3. an official of any municipality or municipal entity;

2. 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);

5. a member of the accounting authority of any national or provincial public entity; or

6. an employee of Parliament or a provincial legislature.

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

Initial:

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(f) an employee of Parliament or a provincial legislature ² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9	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	
3.91	If so, furnish particulars:				
3.10	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.10.1	If so, furnish particulars:				
3.11	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.11.1	If so, furnish particulars:				
3.12	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.12.1	If so, furnish particulars:				
3.13	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		No	
3.13.1	If so, furnish particulars:				
3.12	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	YES		No	

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17.MBD 5 DECLARATIONS FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

[If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer is required by law to prepare annual financial statements for auditing, the AUDITED ANNUAL FINANCIAL statements for the LATEST past three years, or since the Tenderer's establishment (if established during the past three years) must be attached to this schedule. Failure to submit the above shall invalidate the tender]

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17.1.MBD 5 DECLARATIONS FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? YES / NO

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

.....

.....

1 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO

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

1.2 If yes, provide particulars.

.....

.....

.....

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.....

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

- 2.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic,
*YES / NO

if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

- 2.1 If yes, furnish particulars

.....

.....

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**18.MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows: POINTS

1.3.1.1 **PRICE** **80**

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION** **20**

Total points for Price and B-BBEE must not exceed **100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a BBBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with

the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution

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are not claimed

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

2. DEFINITIONS

- 2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax,
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of

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- customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

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3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points

must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with

the table below:

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

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6		
7	2	4
8	1	2
Non Compliant Contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a

Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification

Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES/NO** (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

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.....
.....
9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
Registered Account Number
Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7

of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and (e) forward the matter for criminal prosecution

Witnesses

1.

2.

.....
Signature(s) of Bidder(s)

Date:.....

Address:.....

.....
.....

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19. MBD 6.2. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

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- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

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

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- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(**Tick applicable box**)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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20. MBD 8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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.

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

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

been convicted for fraud or corruption during the past five years;

willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

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 2002).

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

Item	Question	Yes	No
2.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

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2.1.1	If so, furnish particulars:		
2.2	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 2002)? <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	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 ☐
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.2	<i>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?</i>	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.5	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 ☐
2.7.1	If so, furnish particulars:		

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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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21. MBD 9. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 2 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process
or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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22. MBD 9. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

geographical area where product or service will be rendered (market allocation)

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- (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.

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.

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.

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

.....

Position

.....

Date

.....

Name of Bidder

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23. MUNICIPAL RATES AND TAXES

Rates and Taxes for both company and directors not in arrears for more than 30 days accordance with regulation 21 or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable.

Failure to submit the above will invalidate the tender

- a) Letter from the Landlord – should stipulate the office space leased and the payment status of the service charges.
- b) A letter from a TRIBAL AUTHORITY / COUNCIL – should be drawn in the name of the bidder and stipulate the location and the rates status of the ward.

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24. TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Bidder must attach a valid Tax Clearance Certificate issued by South Africa receive of revenue (SARS) for Tax Compliance Status or verification Pin issued by SARS, failure to submit the valid Tax Clearance Certificate or SARS verification Pin will invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate SARS Tax Compliance document.

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3. ith any bidder or any other person regarding this or any other bid.
4. I confirm that I am duly authorised to sign this contract.

NAME (PRINT):

.....

CAPACITY:

.....

SIGNATURE:

.....

NAME OF FIRM:

.....

DATE:

.....

WITNESSES

1

2.

DATE

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25. PROOF OF CSD REGISTRARTION/CSD SUMMARY

Bidders MUST attach a RECENT (not older than thirty days from tender closing date)

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27. GENERAL CONDITIONS OF CONTRACT

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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local
 - 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.

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- 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.
- 1.22 "Services" means those functional services ancillaries 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

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

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3. Use of contract documents and information; inspection.

3.1 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

5.3 except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 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.

5.6 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.22

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

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- 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 25 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 8.2 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

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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

12.1 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,

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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.²⁷

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.

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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.²⁸

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

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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 (12) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (12) 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 2002, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

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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

29. Governing language

**APPOINTMENT OF PANEL OF CONSULTANTS WITHIN INFRASTRUCTURE AND WATER SERVICES DEPARTMENT
FOR A PERIOD OF THREE YEARS.**



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(b) 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.

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. General Conditions of Contract (revised February 20

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)

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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.