



TENDER NO.: SC 1690/2016

**APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS IN THE OVERSTRAND MUNICIPAL AREA FOR A
CONTRACT PERIOD ENDING 30 JUNE 2019**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total for Item 3 on page 87	
Total Bid Price (Inclusive of VAT)	<i>Refer to page 87 for pricing Schedule</i>

MARCH 2016

**INDICATE WITH AN "X" THE CATEGORY/CATEGORIES OF SERVICES FOR WHICH ARE
TENDERED (MORE THAN ONE CATEGORY MAY BE SELECTED):**

Water Resources and Bulk Water		Groundwater Development & Management	
Water Reticulation		Traffic Engineering	
Water Treatment		Roads	
Water Conservation & Demand Management		Road Pavement Management	
Dam Safety		Storm-water	
Bulk Sewerage and Sewer Reticulation		Labour Intensive Projects	
Water And Sewer Master Planning		Electricity	
Waste Water Treatment		Housing Projects	
Water Services Institutional Plans / Audits		Solid Waste	

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Overstrand Municipality
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Hanré Blignaut
Deputy Director: Engineering Planning
Tel. Number: **028 313 5047**

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS					
TENDER NUMBER:	SC1690/2016				
TENDER TITLE:	APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS IN THE OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2019				
CLOSING DATE:	2016/04/15		CLOSING TIME:	12H00	
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY: N/A
SITE MEETING ADDRESS:	N/A				
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A		
BID BOX NO:	5	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 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.
4.	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
1. TECHNICAL ENQUIRIES	Hanré Blignaut	028 313 5047
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	A Moore	028 313 8974
	L du Preez	028 313 8147

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**PART A – ADMINISTRATIVE REQUIREMENTS IN
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

1. 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 to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate - Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
MBD16 (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No	
OHASA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	No	
Declaration by Bidder	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1690/2016****APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS IN THE OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2019****Various Engineering and Groundwater Projects in the Overstrand Municipal Area for a contract period ending 30 June 2019.**

Tender documents, in English, are obtainable from **Thursday, 24 March 2016**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus; from Ms. Rita Neethling Tel. 028 313 8064 between 08h30 and 15h30 upon payment of a tender participation fee of **R630-00** per set. Alternatively the document may be downloaded free of charge from the website: www.overstrand.gov.za .

Sealed tenders, with: "**Tender No.: SC1690/2016: Appointment of Consultants for Various Engineering and Groundwater Projects in the Overstrand Municipal Area for a contract period ending 30 June 2019.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 5** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

The closing date and time of the tender is on **15 April 2016** at **12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Tenders must be valid for **90 days** after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

The Overstrand 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 the Overstrand Municipality.

Please refer enquiries to **Hanre Blignaut** at telephone number: **028 313 5047**.



3. AUTHORITY TO SIGN A BID

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.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

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	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
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:	



3. 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	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. 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
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



4. 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)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

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

5. Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

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F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.

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Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

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F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer’s undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

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F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

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- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

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- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 point system for acquisition of services, works or goods up to Rand value of R1 million.

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R1 000 000 (all applicable taxes included):

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

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- 4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, July 2015", the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R1 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

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

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

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- 5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(a) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, July 2015”, the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

N_{FO} = the number of tender evaluation points awarded for price.

W_1 = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
	P_m = is the comparative offer of the most favourable comparative offer. P = is the comparative offer of the tender offer under consideration.		

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

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F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W_2 \times S_0 / M_S$$

Where:

S_0 = the score for quality allocated to the submission under consideration;

M_S = the maximum possible score for quality in respect of a submission; and

W_2 = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

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F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

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6. GENERAL CONDITIONS OF TENDER
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1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus
3. **PLEASE NOTE:**
 - 3.1. Tenders that are deposited in the incorrect box will not be considered.
 - 3.2. Tender box deposit slot is 28cm x 2.5cm.
 - 3.3. Mailed, telegraphic or faxed tenders will not be accepted.
 - 3.4. Documents may only be completed in black ink.
 - 3.5. The use of correction fluid/tape is not allowed.
 - 3.5.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 3.5.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 3.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 3.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
7. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 8.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 8.2. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
9. This bid will be evaluated and adjudicated according to the following criteria:
 - 9.1. Relevant specifications
 - 9.2. Value for money
 - 9.3. Capability to execute the contract
 - 9.4. PPPFA & associated regulations

[insert any other criteria]

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10. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
 PO Box 20
 Hermanus, 7200

11. Value-Added Tax (VAT)

- 11.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 11.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 11.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 11.4. The VAT registration number of the Municipality is 4140106396.

12. Standard Payment Terms

- 12.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 12.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
- 12.3. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
- 12.4. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
- 12.5. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

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7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za

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8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority 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 representative														
3.2.	Identity Number														
3.3.	Position occupied in the Company (director, shareholder ² etc.)														
3.4.	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;
4. 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.



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	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	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:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:
a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

1. a member of –
 2. any municipal council;
 3. any provincial legislature; or
 4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)

NB:
 Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

1. GENERAL CONDITIONS

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

- 1.1.1. the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
- 1.1.2. the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).

1.2. The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- 1.3.1. Price; and
- 1.3.2. B-BBEE Status Level of Contribution.

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

	POINTS
1.4.1. Price	90
1.4.2. B-BBEE status level of contribution	10
Total points for Price and B-BBEE must not exceed	100

1.5. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. Failure on the part of a bidder to submit a B-BBEE 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 are not claimed.

1.7. The Municipality 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 Municipality.

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 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;
- 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, skills 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 (except where Sector Charter Thresholds apply);
- 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 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, taking into account, 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 taking into account 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.
- 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:

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

Where:

- 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	8	16
4	5	12
5	4	8
6	3	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.
- 5.5. 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.



6. BID DECLARATION

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

6.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 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).

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? (<i>Tick applicable box</i>)	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? (<i>Tick applicable box</i>)	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE (<i>Tick applicable box</i>)	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			
Company Classification (<i>Tick applicable box</i>)	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS			



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:
- 9.1. The information furnished is true and correct;
 - 9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - 9.3. 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;
 - 9.4. 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 –
 - 9.4.1. disqualify the person from the bidding process;
 - 9.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - 9.4.3. 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;
 - 9.4.4. 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
 - 9.4.5. forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (ONLY IN TERMS OF THE CODES OF GOOD PRACTICE OF 2007)

- 1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.
- 1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
 - 1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
 - 1.2.2. The Auditor's / Accounting Officer's **practice number**;
 - 1.2.3. The name and **physical location of the measured entity**;
 - 1.2.4. The registration number and, where applicable, the VAT number of the measured entity;
 - 1.2.5. **The date of issue and date of expiry**;
 - 1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
 - 1.2.7. The **total black shareholding** and **total black female shareholding**.

1. BIDDERS OTHER THAN EMEs

These bidders **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.



10. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		



4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

⁴ 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.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

<p align="center">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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13. MBD 16 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



**14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Overstrand Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor’s registration number with the office of the Compensation Commissioner:	
--	--

NOTE:
A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



WRITTEN AGREEMENT

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

_____ *(Name of the MANDATORY)*

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____, representing the MANDATORY do hereby acknowledge that _____ *(mandatory)* is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



15. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____/20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



PART B – DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION		
SCM DATABASE REGISTRATION NUMBER		SC	
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:		
1	Database Registration Form		
2	Questionnaire For Preferential Procurement Policy		
3	Declaration By Supplier		
4	National Small Business Act No. 102 Of 1996 Classification		
5	Documents Required		
6	Nature Of Operations, Products Or Services		
7	Credit Order Instruction		



FOR OFFICE USE ONLY

FORMS REMOVED & HANDED TO DATABASE OFFICIAL					
1	Database Registration Form	Yes		No	
2	Questionnaire For Preferential Procurement Policy	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
3	Declaration By Supplier	Yes		No	
4	National Small Business Act No. 102 Of 1996 Classification	Yes		No	
5	Nature Of Operations, Products Or Services	Yes		No	
6	Credit Order Instruction	Yes		No	
7	Documents Required:				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
8.	LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	Removed	Checked			
Print Name					
Signature					
Date					





PREFERENTIAL PROCUREMENT REGULATIONS 2011

(a) POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

i. 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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.

(b) BID DECLARATION

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

i. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
1.	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate
2.	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 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).

3	Persentasie aandeelhouing van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ?	In/Ngaphakathi
	Is your business established within the area of jurisdiction of the Municipality? / Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina



DECLARATION BY SUPPLIER

<p>1. This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.</p>				
<p>2.(a) Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.</p>				
<p>2.(b) The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:</p> <ul style="list-style-type: none"> (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system; (ii) been convicted for fraud or corruption during the past five years; (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or (v) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004). 				
<p>3. In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.</p>				
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	<input type="checkbox"/>	NO
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	<input type="checkbox"/>	NO
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	<input type="checkbox"/>	NO
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	<input type="checkbox"/>	NO
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	<input type="checkbox"/>	NO
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	<input type="checkbox"/>	NO
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	<input type="checkbox"/>	NO
3.9.1	If so, furnish particulars.			



3.10	Is the supplier or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	YES		NO	
3.10.1	If so, furnish particulars.				
3.11	Was the supplier 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	
3.11.1	If so, furnish particulars.				
3.12	Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES		NO	
3.12.1	If so, furnish particulars.				
3.13	Was any contract between the supplier 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	
3.13.1	If so, furnish particulars.				

CERTIFICATION

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

Signature	Position	Date

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

- 6. a member of –
 - 6.1. any municipal council;
 - 6.2. any provincial legislature; or
 - 6.3. the national Assembly or the national Council of provinces;
- 7. a member of the board of directors of any municipal entity;
- 8. an official of any municipality or municipal entity;
- 9. 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);
- 10. a member of the accounting authority of any national or provincial public entity; or
- 11. an employee of Parliament or a provincial legislature.

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____,</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;">Apply official stamp of authority on this page:</p>
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ETHICS COMMITMENT FOR SUPPLIERS OF THE OVERSTRAND LOCAL MUNICIPALITY

In our dealings with the Overstrand Local Municipality we commit to uphold high standards of ethics. Among other things this means:

- We will be honest and deal in good faith;
- We will not improperly try to influence any municipal official or decision; We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks); We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in B-BBEE fronting).
- We will ensure and take accountability to keep our database records up to date, avoiding misrepresentation.
- We will ensure to comply with legislative requirements applicable.
- We will inform the Overstrand of any unethical behaviour known, either from other suppliers or Overstrand officials, supported by the protection of our Whistle Blowing policy.
- We will contribute by all means necessary, in building a positive ethical culture in the Overstrand.

This is our commitment to help build an ethical Overstrand.

Name of Company:	
Name of authorised person:	
Signature:	
Date:	

National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector	"X"		Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please list the products/services provided by your enterprise under the appropriate headings. Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box and (i.e. nature of operations, products or services):

PRIMARY FUNCTION:		SECONDARY FUNCTION:	
PRODUCTS	<input type="checkbox"/>	PRODUCTS	<input type="checkbox"/>
SERVICES	<input type="checkbox"/>	SERVICES	<input type="checkbox"/>
LABOUR	<input type="checkbox"/>	LABOUR	<input type="checkbox"/>
EQUIPMENT	<input type="checkbox"/>	EQUIPMENT	<input type="checkbox"/>

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

<p>Dis is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.</p>	<p>It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.</p>	<p>Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.</p>
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BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:												
Naam / Name / Igama												
Adres / Address / Idilesi												

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:												
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI												
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI												
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI												
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE												
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI												

1 =	Tjekrekening Cheque Account I-akhawunti yetshekhi	2 =	Transmissierekening Transmission Account I-akhawunti vokuqithisela (Nie in gebruik) (Not in use) Avisetvenziswai	3 =	Spaarrekening Savings Account I-akhawunti yemali eqciniweyo
4 =	Verbandrekening Bond Account I-akhawunti yebhondi	5 =		6 =	Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

<p>Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer.</p> <p>Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling.</p> <p>Ek/ons onderneem verder om die Overstrand Munisipaliteit vroeëtydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.</p>	<p>I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.</p> <p>I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.</p> <p>I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.</p>	<p>Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali eziimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu.</p> <p>Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawule ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkukacha zentlawulo.</p> <p>Ndi/Siya kumazisa umasipala xa iinkukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.</p>
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO			
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI			
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI		DATUM / DATE / UMHLA	

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
<p>Ek/ons sertifiseer hiermee dat die besonderhede van ons kliënt se bankrekening soos aangedui op die krediet bevel instruksie korrek is:</p> <p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p> <p>-Ndi/Siqinisekisa ukuba iinkukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile</p> <p>_____</p> <p>GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / - Usayino olugunyazisiweyo</p>	<p>AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / -ISITAMPU SOMHLA ESISESIKWENI:</p>

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officer's Board	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:

BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			



PART C – TENDERING PROCEDURES; TENDER DATA; CONTRACT DATA; AND SCOPE OF WORK

INDICATE WITH AN “X” THE CATEGORY/CATEGORIES OF SERVICES FOR WHICH ARE TENDERED (MORE THAN ONE CATEGORY MAY BE SELECTED):

WATER RESOURCES AND BULK WATER	
WATER RETICULATION	
WATER TREATMENT	
WATER CONSERVATION & DEMAND MANAGEMENT	
DAM SAFETY	
BULK SEWERAGE AND SEWER RETICULATION	
WATER AND SEWER MASTER PLANNING	
WASTE WATER TREATMENT	
WATER SERVICES INSTITUTIONAL PLANS / AUDITS	
GROUNDWATER DEVELOPMENT & MANAGEMENT	
TRAFFIC ENGINEERING	
ROADS	
ROAD PAVEMENT MANAGEMENT	
STORMWATER	
LABOUR INTENSIVE PROJECTS	
ELECTRICITY	
HOUSING PROJECTS	
SOLID WASTE	

16. TENDER DATA

Clause #	
	<p>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).</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	General: The Employer is Overstrand Municipality, as stipulated in the Tender Notice and Invitation to Tender as on page 6 of this document.
F.1.2	<p>Tender documents:</p> <p>The tender documents issued by the Employer comprise:</p> <p>THE TENDER / CONTRACT</p> <p>Part A: Supply Chain Management Requirements</p> <p>Part B: Suppliers' Database Registration</p> <p>Part C: Tendering Procedures, Tender Data, Contract Data and Scope of Works</p> <p>Part D: Functionality Evaluation and Eligibility Assessment</p> <p>Part E: Pricing Data and Form of Offer and Acceptance</p>
F.1.4	<p>Communication and employer's agent: The employer has no agent acting on it's behalf for the purpose of this tender.</p> <p>The employer's representative for the purpose of communication between the employer and bidders is:</p> <p>Name: Mr. Hanré Bignonaut Address: Overstrand Municipality PO Box 20 Hermanus, 7200</p> <p>Tel: 028 - 313 5047 E-mail: hbignonaut@overstrand.gov.za</p> <p>Only information issued formally in writing to bidders by the employer's representative will be regarded as amendments to the tender document.</p>
F1.5.	<p>Add the following to clause F1.5.1;</p> <p>Overstrand 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.</p>
F.2.1	<p>Eligibility:</p> <p><i>F.2.1.Add the following:</i></p> <p>Only those bidders who also satisfy the following criteria are eligible to submit tenders:</p> <p>F.2.1.3 Registration as Service Provider:</p> <p>Only those bidders who are registered and verified on Overstrand Municipality's Suppliers 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 Overstrand Municipality's Suppliers Database as a service provider.</p>

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

	<p>F.2.1.4 Local office:</p> <p>In order to be considered for an appointment in terms of this tender, bidders must have an office in the Western Cape, 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 as per page 74 of this document, as well as the preferred domicilium citandi et executandi for the purposes of any contract arising from this tender submission.</p> <p>F.2.1.5 Key personnel:</p> <p>The following personnel must be in the full time permanent employment of the bidder and available for the envisaged appointments:</p> <p>1. <u>A Project Leader</u> 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 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 Leader must have acted as the 'Engineer' in terms of the latest General conditions of Contract for Construction Works within the last three years.</p> <p>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.</p> <p>The Project Leader's professional registration number must be indicated on page 78, Key Personnel.</p> <p>2. <u>A Project Engineer</u> 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.</p> <p>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.</p> <p>Resident Engineers will be appointed per project when applicable, upon approval by the employer.</p> <p>The Curriculum Vitae of all key personnel must be submitted with the bid.</p> <p>Key personnel will be expected to operate from the "local office", as and when the demands of the anticipated projects require.</p> <p>F.2.1.6 Professional indemnity insurance:</p> <p>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 R2 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, appended to page 83.</p> <p>F.2.1.7 Functionality Evaluation:</p> <p>Bids will be subjected to a Functionality evaluation process, based on specific quality criteria. Only bidders who attain a minimum score of 80% or more for quality will be considered for further evaluation. Bids that score less than 80% will be rejected as non-responsive. Note: The Eligibility Assessment sheet is enclosed on pages 83 and 84. Bidders are advised to carefully study these sheets to ensure that the correct information is provided.</p>
F.2.7	<p>Clarification meeting:</p> <p>There will be no bid clarification meeting.</p>
F.2.13	<p>Submitting a bid:</p> <p>F.2.13.3 Each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.</p> <p>F.2.13.4 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</p>

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	<p>full appraisal of its functioning.</p> <p>F.2.13.5 The employer's address for delivery of bids and identification details to be shown on each tender offer package is:</p> <p>Location of tender box: Overstrand Municipality, Hermanus Administration, Magnolia Avenue, Hermanus</p> <p>Physical address: Overstrand Municipality, Magnolia Avenue, Hermanus 7200</p> <p>Identification Details: TENDER No. SC1690/2016: APPOINTMENT OF CONSULTANTS FOR VARIOUS engineering and groundwater PROJECTS IN THE OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2019</p> <p>F.2.13.6 A two-envelope procedure will not be followed.</p>
F.2.15	<p>Closing time:</p> <p>The closing time for submission of tender offers is 12h00 on Friday 15 April 2016.</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16	<p>Tender offer validity:</p> <p>The tender offer validity period is 90 days</p>
F.2.17	<p>Clarification of tender offer after submission:</p> <p>Add the following to F.2.17:</p> <p>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.</p>
F.2.23	<p>Certificates:</p> <p>F.2.23.1 Add the following:</p> <p>Tax Clearance Certificate:</p> <p>Bidders shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original valid Tax clearance Certificate issued by SARS. Failure to provide a valid original Tax Clearance Certificate will prejudice the tender and it may be rejected for such reason.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate original valid Tax Clearance certificate.</p> <p>F.2.23.2 Broad Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s):</p> <p>Points for B-BBEE status level of contribution will be awarded in accordance with the requirements as set out in form MBD 6.1 on page 28 of this tender document.</p>
F.3.4	<p>Opening of tender submissions:</p> <p><i>Add the following to F3.4:</i></p> <p>The time and location for opening of the tender offers are:</p> <p>Time: 12h00 on Friday 15 April 2016; Location: Finance Committee Room, Overstrand Municipality, Hermanus Administration Building, Magnolia Avenue, Hermanus</p> <p>Tenders will be opened in public immediately after the closing time for tenders at 12h00.</p>
F3.8	<p>Test for responsiveness:</p> <p><i>Add the following to F3.8:</i></p> <p>Bids will be considered non-responsive if, inter alia:</p> <ul style="list-style-type: none"> - 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

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	<p>stated in the employer's written request.</p> <ul style="list-style-type: none"> - the bid failed to score the minimum of 80% in the pre-qualification evaluation for functionality/quality. - the bidder offered discount in excess of 15% on the ECSA guideline fees (refer to Pricing Schedule page 87). 		
F3.11	<p>Evaluation of tender offers: F.3.11.5 <i>Add the following:</i></p> <p>The procedure for the evaluation of responsive tenders will be Method 4: Financial Offer, preferences and quality, where quality will be assessed for functionality purposes.</p> <p>Evaluation stages:</p> <p>Stage 1: Assessment of eligibility (i.e. general completeness) and responsiveness;</p> <p>Stage 2: Assessment of quality/functionality in terms of minimum threshold for functionality. The functionality evaluation will be subdivided into the following evaluation categories:</p> <ul style="list-style-type: none"> • Consultant's Practice • Key Personnel • Relevant experience • Approach Paper <p>The minimum number of functionality points is 80 out of 100. Tender offers that fail to score this minimum number of functionality points will be rejected. Refer to page 72, for the Functionality Evaluation guide sheet, and Returnable schedules on pages 74 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. Tenders that fail to supply the information requested in any of the schedules with their tender offers will score NO Quality/Functionality points in the particular regard.</p> <p>Stage 3: Financial and Preference: The responsive tenders resulting from stages 1 and 2 will be evaluated in terms of their financial offer to a maximum of 90 points. For preferences, the B-BEEE status level of contribution will determine the points scored out of a maximum of 10 points, in accordance with the requirements as set out in form MBD 6.1 on page 28.</p>		
F.3.13	<p>Acceptance of tender offers: <i>Add the following to F.3.13.1:</i></p> <p>F.3.13.1. Tender offers will only be accepted if:</p> <p>(a) the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;</p> <p>(b) the bidder is registered and verified on the Overstrand Municipality's Supplier Data Base before tender evaluation takes place;</p> <p>(c) the bidder or any of its directors 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;</p> <p>(d) the bidder has not:</p> <ol style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months; iii. failed to perform on any previous contract and has been given a written notice to this effect; <p>(e) the bidder has no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interest of the employer, or potentially compromise the tender process.</p> <p>F.3.13.2. Notification of decision, objections and complaints:</p> <p>If the Bid Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.</p> <p>Persons aggrieved by decisions or actions taken by the Supply Chain Management System, may lodge within 10 working days of the decision or action, a written objection or complaint against the decision or action.</p> <p>Any bidder wishing to exercise this right, must submit his/her objection/complaint in writing to Overstrand Municipality, Senior Manager: Supply Chain Management.</p> <p>The format of the objection/complaint must;</p>		
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	<ul style="list-style-type: none"> • set out the reasons for the objection/complaint; • state in which way the appellant's rights have been affected by the decision; • state the remedy sought, and • be accompanied by a copy of the notification advising the bidder of the decision of the Bid Adjudication Committee.
F.4	<p>Additional Conditions of Tender: The additional conditions of tender are:</p>
F.4.1	<p>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:</p> <p>(a) if the tender offer is not submitted on the Pricing Schedule bound into this tender document (page 87); (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.</p>
F.3.18.	<p>Copies of the contract <i>Add the following:</i> The number of paper copies of the signed contract to be provided by die Employer is <u>one</u>.</p>

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17. CONTRACT DATA

The Standard Professional Services Contract (third edition, July 2009) published by the Construction Industry Development Board (CIDB), is applicable to this contract.

Copies of these conditions of contract can be downloaded from the Construction Industry Development Board's website www.cidb.org.za

Remuneration of service providers will be managed according to the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, December 2015, as per Government Gazette, and as amended from time to time.

The following contract specific data are applicable to this Contract:

Clause		
	The Employer is the Overstrand Municipality	
3.4 and 4.3.2	The Authorised and Designated representative of the Employer is:	
	Name: Mr. Hanré Blignaut	
	The Employer's address for receipt of communications is:	
	Physical address: Overstrand Municipality Magnolia Avenue Hermanus 7200	Postal address: Overstrand Municipality PO Box 20 Hermanus 7200
	Telephone: 028 313 5047 E-mail: hbignaut@overstrand.gov.za	
	The contract is for the provision of professional consulting services related to engineering and groundwater: TENDER NO. SC1690/2016: APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS IN THE OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2019	
3.6.	The Service Provider may release public or media statements or publish material related to the Services or Project, subject to the approval of the Employer.	
3.12.1	The daily penalty for late completion of Preliminary Design is R 1 000.00 The daily penalty for late completion of Design and Tender Documents is R 1 500.00 The daily penalty for late completion of Tender Evaluation is R 2 000.00 The daily penalty for late completion of the project within the agreed time frame is R 2 500.00	
3.15	A Programme shall be submitted within 10 working days of the award of a project.	
5.1.1	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide, or otherwise exercise discretion in regard to a contractor agreement between the Employer and others, then the Service provider shall act as in respect of that contract/agreement as an independent.	
5.4.1	Insurance against:	Risk in performing professional services (Professional Indemnity cover)
	Cover is:	Minimum of two million Rands (R2 000 000.00).
	Period of cover:	Duration of Contract
	Deductibles are:	None

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Clause	
5.5	The Service Provider is required to obtain the Employer's prior written approval before taking any of the following actions: 1. Commencement of detailed design 2. Commencement of Tender Advertisement for calling of Tenders 3. Appointing Sub Consultants for the performance of any part of the Services
7.2	<i>Add the following:</i> The Employer will not be responsible for any overtime worked by or overtime payments made to Personnel of the Service Provider.
9.1	Copyright of documents prepared for the Project shall be vested with Overstrand Municipality.
12.1	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Engineering Council of South Africa.
12.2.4	Final settlement is by arbitration.
12.4.2	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Chairperson of the Association of Arbitrators of Southern Africa.

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18. SCOPE OF WORK

1. EMPLOYER’S OBJECTIVE

- 1.1. Overstrand municipality’s objective with this bid process is to establish a roster of engineering and groundwater consultants per field of expertise for i.a. investigations, 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, duties i.t.o. the Occupational Health and Safety Act, and to act as agent on behalf of the employer in terms of the Construction Regulations, for the implementation of various projects in the Overstrand municipal area, for the period 01 July 2016 to 30 June 2019.
- 1.2. Bids received will be subjected to a pre-qualification evaluation for quality/functionality to determine eligibility. Successful bidders will be considered for appointment per project, as and when projects and budgets are approved over the three year period. Overstrand Municipality reserves the right to appoint single or multiple consultants on the basis of area, project or field of expertise.

2. PROJECT BACKGROUND

Overstrand Municipality is in the process of finalizing its capital budget for the 2016/2017 financial year and the following two financial years. In order to ensure continuous and sustainable service delivery, Overstrand Municipality has to appoint professional engineering and groundwater consultants for the following scope of services:

2.1. WATER RESOURCES & BULK WATER

Water resource investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. identification and development of new water sources, and 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). Any other related tasks.

2.2. WATER RETICULATION

Investigations, options analyses, feasibility studies, funding applications, planning, design, contract administration and supervision, w.r.t. new water reticulation systems, and extension, upgrading, refurbishment/rehabilitation and replacement of existing systems. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

2.3. WATER TREATMENT

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design (including process design), contract administration and supervision, w.r.t. new water treatment plants, and extension, upgrading and refurbishment of existing plants. Submission of record drawings, asset registers in compliance with GRAP, and operation and maintenance manuals. Any other related tasks.

2.4. WATER CONSERVATION / WATER DEMAND MANAGEMENT (WC/WDM)

Investigation of causes of water losses, identification of potential corrective actions, advice on WC/WDM strategies, and implementation of WDM projects, e.g. pressure management, leak repairs and pipe replacement, water meter replacement, and public awareness interventions. Investigations, options analyses, feasibility studies, funding applications, planning, design, contract administration and supervision, w.r.t. WC/WDM interventions. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

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2.5. DAM SAFETY

Dam safety inspections by professional persons approved by the Dam Safety Office of the Department of Water & Sanitation (DWS), followed by complete reports with conclusions and recommendations, to be submitted in acceptable format to the DWS Dam Safety Office in compliance with all applicable dam safety legislation. Assistance with implementation of dam safety related recommendations as and when required. Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. dam safety related projects. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

2.6. BULK SEWER SYSTEMS AND SEWER RETICULATION

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. new bulk sewer and sewer reticulation systems, and extension, upgrading and refurbishment/rehabilitation of existing systems. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

2.7. WASTE WATER TREATMENT

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design (including process design), contract administration and supervision, w.r.t. new waste water treatment plants, and extension, upgrading, and refurbishment of existing plants. Submission of record drawings, operation and maintenance manuals, and asset registers in compliance with GRAP. Any other related tasks.

2.8. WATER SERVICES INSTITUTIONAL PLANS AND AUDITS

Assist with the compilation and review, in accordance with all the relevant legal requirements as amended from time to time, of i.a. Water Services Development Plans (WSDP), Water Services IDP Sector Input, Water Services Audits, Regulatory Performance Management System reporting, Water Services MSA Section 78 Assessments, Water Safety Plans, Waste Water Risk Abatement Plans, Water and Waste Water Treatment Plant Process Audits, general Blue and Green Drop and No Drop reporting as and when required. Any other related tasks.

2.9. WATER AND SEWER MASTER PLANNING

- 2.9.1. Data pertaining to existing water and sewer systems, including pump stations, reservoirs and control valves, shall be collected from plans, site inspections, measurements and surveys as required, and captured in GIS databases in order to update the existing databases. Apart from the electronic format, this updated network data should also be made available in a hard copy of A3 size plan books.
- 2.9.2. The historic water demand data, based on information obtained from consumer water meter reading data, is to be extracted from the Treasury data base. This data is to be analysed by the SWIFT software package and used as basis for predicting future water demands and sewer flows. Water demands per supply zone and sewer flows per drainage area are to be calculated. Water balances are to be performed in order to calculate the non-revenue water component.
- 2.9.3. All components of the water system shall be modelled in the WADISO simulation software while all components of the sewer system shall be modelled in the SEWSAN simulation software. Where necessary, the models shall be calibrated through field measurements to provide reliable simulation of the hydraulic performance of the systems.
- 2.9.4. A strategy and master planning for extension and upgrading of the existing systems shall be established to accommodate development in terms of the municipality's Spatial Development Framework, Densification Strategy, and service delivery level

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criteria set by Council for at least a 20 year planning horizon. Master plan components shall be identified in sufficient detail and accompanying costs to allow Council to proceed with appropriate budgeting. Taking into account the projected local economic and population growth rates, these master plan components need to be categorised for phased implementation, also identifying priority projects to be implemented most urgently.

- 2.9.5. A comprehensive report on the master plan shall be provided in hard copy and electronic format. All data, results of hydraulic analyses and the master plan shall be in a format suitable to perform direct population of the Water, Sewer and Swift modules of the municipality’s IMQS reporting software package.
- 2.9.6. Information from the updated hydraulic models and master plans should also be used to inform the following studies and data bases as and when required:
 - 2.9.6.1. Update the corporate GIS data base of the Municipality
 - 2.9.6.2. Supply network related information for the WSDP
 - 2.9.6.3. Inform pressure control studies and other WDM studies
 - 2.9.6.4. Ad hoc capacity analysis to identify impacts of future developments
 - 2.9.6.5. Populate the asset register and asset management plan in compliance with GRAP
 - 2.9.6.6. Perform pipe replacement prioritization studies for water and sewer networks
 - 2.9.6.7. Perform fire flow analysis for the water networks.
- 2.9.7. Any other related tasks.

2.10. GROUNDWATER SOURCE DEVELOPMENT AND MANAGEMENT

Investigations, options analyses, feasibility studies, funding applications, water use license applications, planning, design, contract administration and supervision, w.r.t. new ground water source development projects, or augmentation of existing groundwater abstraction systems. Monitoring, reporting and license reviews w.r.t. existing groundwater abstraction systems. Aquifer modeling and monitoring of aquifer behaviour, and rendering of specialist advice to the Employer. External auditing of the municipality’s groundwater licenses and reporting to and liaising with national, provincial and regional regulators as and when required. Attend local Groundwater Monitoring Committees and render specialist advice and administrative support. Rendering of expert advice w.r.t. operation and maintenance of groundwater abstraction systems and infrastructure. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

2.11. TRAFFIC ENGINEERING

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. traffic engineering projects. Calculation of traffic light time settings and synchronization. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

2.12. ROADS

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. new roads projects, and extension, upgrading and maintenance of existing roads. Wayleave applications. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

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2.13. ROAD PAVEMENT MANAGEMENT SYSTEM (PMS)

- 2.13.1. The road Pavement Management System (PMS) should periodically present a network level proposal for maintaining the roads (paved and unpaved) in the Overstrand Municipal area, through an assessment of the network, based on methodical visual ratings of each pavement section, and the system must be compatible with the municipality’s Geographical Information System (GIS) and Infrastructure Management Query System (IMQS).
- 2.13.2. The PMS shall be based on the TRH20, TRH22, TMH9 and TMH11 requirements. Visual assessment will form the basis of evaluating the condition of the road network, as well as for determining the need for specific actions. The collected information must be processed in such a way as to provide the output for the municipality for strategic planning and budgeting purposes, as well as for tactical planning and execution purposes. The PMS must enable the establishment of the maintenance and upgrading needs/programmes for road pavements throughout the Overstrand area. The results of the PMS should be used to update the municipality’s IMQS Pavement Management System. Design, contract administration and supervision, and funding applications w.r.t. roads contracts. Any other related tasks.

2.14. STORMWATER

Investigations, options analyses, feasibility studies, storm water system master planning, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. new storm water systems, and extension and upgrading and rehabilitation of existing systems. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

2.15. LABOUR INTENSIVE PROJECTS / EPWP

Feasibility studies, funding applications, planning, reporting, design, contract administration and supervision for the implementation of construction works in accordance with the Guidelines for the implementation of Labour Intensive projects under the Expanded Public Works Programme, as published by the National Department of Public Works. Consultants shall have personnel with the required NQF5 and NQF7 qualifications and skills available in their project team. Submission of record drawings and asset registers in compliance with GRAP. Any other related tasks.

2.16. ELECTRICITY

- 2.16.1. Projects within the Electricity Engineering field shall generally be as follows:
- 2.16.2. Designing and upgrading of Bulk High-, Medium- and Low Voltage Infrastructure, which will include protection studies.
- 2.16.3. Designing and upgrading of street light, mast light, and sport field light illumination networks.
- 2.16.4. Designing and Upgrading of Building Wiring Networks
- 2.16.5. Design, compilation and updating of HV, MV and LV Electrical Master plans.
- 2.16.6. Update of record drawings in GIS, and electrical asset register in accordance with GRAP where applicable. Managing and further development of existing electrical GIS systems.
- 2.16.7. Investigations, options analysis, planning, design, and contract administration of electrical networks.
- 2.16.8. Compilation and review in accordance with legal requirements any formal documents, including Master Plans and Operation and Maintenance Manuals.

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2.16.9. In designing and investigation of electrical related projects, all relevant electrical legislation, SANS standards, NRS standards and, where applicable, global Standards shall be adhered to. Designs to be based on ESRI GIS system, including update of record drawings and asset register where applicable.

2.16.10. Any other tasks related to electricity and electrical engineering.

2.17. HOUSING PROJECTS

The scope of work to be performed by consultants, as and when required by the Municipality, is as follows:

- 2.17.1. Assist with the provision of engineering input for the development of a human settlement housing pipeline for future projects;
- 2.17.2. Project feasibility and packaging of identified projects for approval by Department of Human Settlements (DoHS), in collaboration with the Implementing Agent;
- 2.17.3. Planning and design of link and bulk civil services directly related to the development of the housing pipeline;
- 2.17.4. Project and Construction Management;
- 2.17.5. Project monitoring and reporting;
- 2.17.6. Project closure, including updating of record drawings and asset registers where applicable.
- 2.17.7. Any other tasks related to housing;
- 2.17.8. To execute the works along with the municipality’s implementing agent at any given time;
- 2.17.9. Compilation and submission of Municipal Infrastructure Grant applications, and any other grant funding applications as and when required;

Remuneration will be as per the prescribed allowable subsidy amount by DoHS for internal infrastructure.

2.18. SOLID WASTE MANAGEMENT

Investigations, options analysis, funding applications, permit applications, planning, design, contract administration and construction monitoring of new waste management facilities, and extension and upgrading of existing facilities. Update of record drawings and asset registers in accordance with GRAP. External auditing of waste management facilities, attendance of Environmental Monitoring Committee meetings, meetings with statutory regulator, monitoring and evaluation of implementation of Integrated Waste Management Plan (IWMP) and update of the IWMP from time to time. Preparation of tender documents, tender evaluation and contract administration and supervision of external service providers for operational contracts. Assistance with public awareness interventions. Any other related tasks.

3. EXTENT OF THE WORKS

3.1. The works to be carried out by consulting engineers under this contract comprises mainly of the following: (refer to Guide Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000) for more details.

- 3.1.1. Status Quo investigation reports;
- 3.1.2. Planning and investigations;
- 3.1.3. Preliminary and detailed design of projects;
- 3.1.4. Compiling of tender documentation including specification;

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- 3.1.5. Liaison with employer for tender advertising;
- 3.1.6. Tender evaluation;
- 3.1.7. Construction supervision and monitoring of projects;
- 3.1.8. Successful completion and finalization of projects;
- 3.1.9. Submission of a completion report, updating of asset register, submission of record drawings

4. BASIS FOR ALLOCATING ENGINEERING ASSIGNMENTS

For the purposes of allocating assignments to the pre-qualified approved Professional Consultants, the following procedure shall apply:

- 4.1. Assignments will be allocated per discipline to the highest scoring bidder capable of executing the assignment within the required time period and in accordance with the technical requirements of the assignment;
- 4.2. Project assignments will not necessarily be awarded to all consultancies included in the roster over the three year period.
- 4.3. Individual assignments anticipated to exceed a period of 3 years will be subject to the processes prescribed in terms of section 33 of the Municipal Finance Management Act, Act 56 of 2003.

5. APPOINTMENTS OUTSIDE OF THIS TENDER

Overstrand Municipality reserves the right to make appointments of Professional Consultancies for projects without making use of the results of this tender, whether such projects could be construed as falling within the ambit of this tender or not.

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19. ALTERATIONS / AMENDMENTS BY BIDDER

The bidder must record any deviations or qualifications he may wish to make to the tender document in this Returnable Document. Alternatively, a bidder may state such deviations and qualifications in a covering letter attached to his bid, and reference such letter in this schedule.

The bidder's attention is drawn to clause F.3.8 of the Standard conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the bidder.

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20. RECORD OF ADDENDA TO TENDER DOCUMENT

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
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7.		
8.		
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10.		
11.		
12.		
13.		
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16.		
17.		
18.		

Attach additional pages if more space is required.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**PART D – FUNCTIONALITY EVALUATION & RELATED
DOCUMENTS AND ELIGIBILITY ASSESSMENT**



21. FUNCTIONALITY EVALUATION (SCORE SHEET)

Notes:

* Shows years of experience in similar projects for municipalities.

Measures the service provider in terms of time, cost, and quality management. This is based on the municipality's appraisal of the tenderer's performance on past contracts undertaken for the municipality. Where the tenderer has not previously worked for the municipality, references will be consulted.

Sufficient information has to be provided for evaluation in all disciplines of interest, as indicated in the returnable documents. Missing information will not be requested from bidders after tender closure.

Bids scoring less than 80% for Functionality / Quality will not be evaluated further.

Contact details of references must be provided

P.T.O.



Description		Reference	Scoring			Maximum Score	Sub total		
Consultant's Practice	Organisation / Management	% of Principals having Professional Status	Pg. 74, Item 2.1	>90%: 5	70%-90%: 4	40%-70%: 3	<40%: 2	5	15
	Staffing / Human Resources (other than Principals)	No. of Skilled Technical Staff, e.g. Engineers, Scientists, Technologists, Technicians, etc.	Pg. 74, Item 2.2	>7: 5	4 - 6: 4	2 - 3: 3	1: 2	5	
		No. of General Technical staff, e.g. Draughtspersons, CAD operators, etc.	Pg. 74, Item 2.2	>7: 5	4 - 6: 4	2 - 3: 3	1: 2	5	
Key Personnel	Project Leaders	Pg. 77 to 80 and CVs	Excellent (10):- Higher relevant qualifications compared to "Good" column; & Professional Registration with ECSA or SACNASP (Groundwater); and >=7 Years relevant experience; and >5 years' experience as Engineer i.t.o. GCC / Leading Groundwater projects	Good (8):- B Eng. or B Tech / B Sc (for Groundwater), and Professional Registration with ECSA or SACNASP (Groundwater); and >=7 years relevant experience on municipal projects; and > 3 years' experience as Engineer i.t.o. GCC / Leading groundwater projects	Average (6):- B Eng. or B Tech / B Sc (for Groundwater), and Compliance with only 2 of the other items as described in the "Good" column.	Poor (3):- No B Eng. or B Tech or B Sc (Groundwater), and/or Compliance with less than 2 of the other items as described in the "Good" column.	10	20	
	Project Engineers		Excellent (10):- Higher relevant qualifications compared to "Good" column; and >=5 Years relevant experience	Good (8):- B Eng. / B Tech / N Dip / B Sc (for Groundwater); and >=5 Years relevant experience	Average (6):- B Eng. / B Tech / N Dip / B Sc (for Groundwater); <5 Years relevant experience	Poor (3):- No B Eng. / B Tech / N Dip / B Sc (for Groundwater), and/or <3 years relevant experience	10		
Relevant Project Experience	Technical Experience*	Pg.75-76 & project description	Excellent (30):- Excellent experience in full scope of work	Good (24):- Good experience in full scope of work	Average (18):- Limited experience in full scope of work, or above average experience in part of scope of work only	Poor (9):- Limited experience of work, and only in parts of scope of work	30	45	
	Track Record#	References as per pg. 70-76 and 79-80	Excellent (15):- References confirmed excellent track record related to full scope of work	Good (12):- References confirmed good track record related to full scope of work	Average (9):- References confirmed average track record related to full scope of work	Poor (5):- References confirmed poor track record related to scope of work	15		
Approach Paper	Approach Paper stating technical approach and methodology	Pg. 81	Excellent (20):- Besides meeting the "good" rating, the important issues are approached in an efficient way, indicating that the bidder has outstanding knowledge of state-of-the-art approaches. The Approach Paper details ways to improve outcomes and quality of outputs	Good (16):- The approach is specifically tailored to address specific objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the discipline	Average (12):- The approach is generic and not tailored to address specific objectives and requirements. The approach does not adequately deal with the critical characteristics of the discipline. The quality plan is too generic	Poor (6):- The technical approach and / or methodology are poor and unlikely to satisfy the project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project(s).	20	20	
Maximum Total Score for Functionality / Quality:								100	

SIGNATURE (Bidder)		Name (Print)		Capacity		Date	
NAME OF FIRM							
FOR OFFICE USE ONLY:		Evaluated by		Signature		Date	
		Designation					



22. CONSULTANT'S PRACTICE

1. Bidders must attach to this page sufficient information in order to qualify for pre-qualification points in respect of Functionality/Quality, regarding the Consultant's Practice as it pertains to **the Local Office** as stated in F.2.1.4, addressing the following:

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

2. Bidders shall also provide the following information regarding the Consultant's Practice as it pertains to the Local Office as stated in F2.1.4. Where a bidder has more than one local office, information provided shall be the aggregate for all of the local offices.

2.1. % of Principals having Professional Status (tick applicable):

>90%	70%-90%	40%-70%	<40%

2.2. Staff (state number):

2.2.1. Total no. of Principal(s): _____

2.2.2. No. of Principals with Professional registration _____

2.2.3. Skilled technical staff, e.g. Engineers, Scientists, Technologists, Technicians:

2.2.4. General Technical, e.g. Draughts persons, CAD Operators, etc.: _____

2.2.5. Operational Staff, e.g. Secretarial, bookkeeping: _____

2.3. Disciplines/Areas of expertise tendered for: (Tick applicable below)

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

Water Resources And Bulk Water	Groundwater Development & Management
Water Reticulation	Traffic Engineering
Water Treatment	Roads
Water Conservation & Demand Management	Road Pavement Management
Dam Safety	Stormwater
Bulk Sewerage And Sewer Reticulation	Labour Intensive Projects
Water And Sewer Master Planning	Electricity
Waste Water Treatment	Housing Projects
Water Services Institutional Plans / Audits	Solid Waste

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

23. EXPERIENCE AND TRACK RECORD

The bidder shall indicate on the schedule below all projects that have been completed **within the past five years**, or that are under way at present, and indicate specifically those **applicable to the areas of expertise tendered for**, as indicated on page 74 and **also indicate all those projects completed for organs of state**. The names of **contactable references and contact details are essential** to enable the municipality to verify the information submitted.

THE BIDDER CAN REPRODUCE THE TABLE AT AN APPROPRIATE SCALE TO SUIT THE INFORMATION.

P.T.O.

24. 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 in order for the bidder to be eligible to submit a tender. The **Curriculum Vitae of each individual must be appended** to this schedule.

P.T.O.



KEY PERSONNEL				
Name	Job Title	Qualifications	Ecsa / Sacnasp Registration No.	No. of Years Relevant Experience
1. PROJECT LEADERS				
2. PROJECT ENGINEERS (SCIENTISTS FOR GROUNDWATER)				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

25. EXPERTISE OF KEY PERSONNEL

Notwithstanding having appended the Curriculum Vitae of the key personnel to Schedule of Key Personnel on pages 77 to 78, the bidder shall provide information in the format below (the bidder can reproduce the tables at an appropriate scale to suit the information) for the Project Leader and Project Engineer/Scientist. Any other relevant information may also be appended to this schedule.

P.T.O.



EXPERTISE OF KEY PERSONNEL						
EXPERIENCE (only projects with completion dates in the last ten years will be eligible)						
Project	Description	Duration (from-to)	Responsibility (E.G. Engineer / Project Manager)	Client & Contact Name & Phone No & E-Mail Address	Fee Value	Contract Value
1. PROJECT LEADER:						
Name:						
2. PROJECT ENGINEER / SCIENTIST (GROUNDWATER):						
Name:						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

26. APPROACH PAPER

1. Bidders have to submit an Approach Paper of **not more than 3 x A4 pages** for each discipline or field of expertise tendered for, and attach it to this page of the tender document.
2. The Approach Paper has to respond to the proposed generic scope of work as described in Part C.3, Scope of Works (pages 63 – 68). It has to outline the proposed approach / methodology and work plan, and where relevant and appropriate, propose a more detailed scope of work and / or modifications to the generic scope of work as provided on pages 63 to 68. The Approach Paper should articulate what the bidder is offering in terms of the fee scales as tendered in the pricing data.
3. The bidder must as such explain his / her understanding of the objectives of the assignment, and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The Approach Paper should explain the technical approach and methodology which is to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (e.g. the methods of interpreting available data, carrying out investigations, analyses and studies; comparing alternative solutions, and compatibility of proposed systems/software with existing municipal systems) and address any modifications to, or fully develop the scope of work proposed by the Employer.
4. The Approach Paper should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements. The Approach Paper should articulate the project deliverables as interpreted by the bidder.
5. The scoring of the Approach Paper will be as follows, with a maximum of 20 points to be awarded:

	Technical approach and methodology
Poor (score 6)	The technical approach and / or methodology are poor and unlikely to satisfy the project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project(s).
Average (score 12)	The approach is generic and not tailored to address specific objectives and requirements. The approach does not adequately deal with the critical characteristics of the discipline. The quality plan is too generic.
Good (score 16)	The approach is specifically tailored to address specific objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the discipline.
Excellent (score 20)	Besides meeting the "good" rating, the important issues are approached in an efficient way, indicating that the bidder has outstanding knowledge of state-of-the-art approaches. The Approach Paper details ways to improve outcomes and quality of outputs.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



27. PROFESSIONAL INDEMNITY INSURANCE

The bidder is referred to clause F.2.1.6 of the Tender Data and shall state below details of the professional indemnity insurance held by the bidder. Where the bidder is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE HELD		
Name of Insured	Name of Insurer	Limit of Indemnity i.r.o. each Claim

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

28. ELIGIBILITY ASSESSMENT CHECKLIST

	Criteria	Reference	YES	NO	Comment
1.	General				
1.1	Registration as service provider	Pg. 43			
1.2	Local Office	Pg. 74			
1.3	PI Insurance minimum value of R 2million	Pg. 82			
2.	Project Leader				
2.1	ECSA /SACNASP registered professional	Pg. 77 – 78			
2.2	Adequate relevant experience	Pg. 77 – 80			
2.3	Acted as GCC Engineer on similar projects in last 3 years	Pg. 79 – 80			
3.	Project Engineer				
3.1	Qualified Engineer / Technologist / Technician	Pg. 77 – 78			
3.2	Min 5 years post graduate relevant experience	Pg. 77 – 80			
4.	Approach Paper				
4.1	Approach Paper	Pg. 81			

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			

1.4 Completion of forms

Form	Pg. No.	YES	NO	Comment
Alterations / Amendments by Bidder	69			
Record of Addenda to Tender Document	70			
Consultant's Practice	74			
Relevant Experience and Track Record	75 – 76			
Key Personnel	77 – 78			
Expertise of Key Personnel	79 – 80			
Approach Paper	81			
Professional Indemnity Insurance	82			
Bidder Details	2			
Tender Notice and Invitation to Tender	6			
Authority to sign a Bid	7 – 8			
Certificate of Authority for Joint Ventures	9			
Standard Conditions of Tender	10 – 21			
General Conditions of Tender SCM	22 – 23			
MBD 2 Tax Clearance Certificate Requirements	24			
MBD 4 Declaration of Interest	25 – 27			
MBD 6.1 – Preference Points Claim – Purchase/Services (90/10)	28 – 33			
MBD 8 Declaration of Bidder's past Supply Chain Management Practices	34 – 35			
MBD 9 Certificate of Independent Bid Determination	36 – 37			
MBD 15 Certificate of Payment for Municipal Services	39			
Occupational Health and Safety	40 – 41			
Form of Indemnity	42			
Database Registration Form	43 – 54			
Pricing Schedule	87			
Form of Offer and Acceptance	88 – 90			
Declaration by Bidder	91			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PART E – PRICING DATA AND FORM OF OFFER



29. PRICING INSTRUCTIONS

1. PREAMBLE TO THE PRICING SCHEDULE

- 1.1. The fee scales for services rendered in terms of the scope of works of this contract will be agreed per project in accordance with the “Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000)”, as published in Government Gazette No. 39480 of 4 December 2015 (Board Notice no. 138 of 2015), as amended from time to time, after taking into account e.g. the project type, project value, project situation, and engineering effort. Official short title: **“ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2016”**.
- 1.2. The bidder must firstly indicate in the Pricing Schedule the % discount to be offered on the fee scale for services rendered per project on this contract, to a **maximum discount of 15%**. Bids offering discount in excess of 15% will be rejected.
- 1.3. The bidder must also indicate in the Pricing Schedule the **% mark-up that will be charged on sub-contracting other service providers**, e.g. specialists for surveys, environmental investigations, geotechnical investigations, health and safety requirements, laboratory testing, asset management requirements, software licenses, etc.
- 1.4. The bidder must price the items in the Pricing Schedule in **non-erasable black ink**.
- 1.5. **No correction fluids** may be used to correct mistakes.
 - 1.5.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
- 1.6. Time based rates will apply when specifically agreed upon per project.
- 1.7. Recoverable costs, e.g. printing, reproduction, telephone, cell phone, telefax, and advertising costs will be reimbursed based on actual cost. Proof of such expenditure shall accompany all claims.
- 1.8. Travel costs for distance travelled will be reimbursed based on AA tariff scales. **Time based professional fees will not be reimbursed for travel time.**
- 1.9. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - 1.9.1. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN ‘X’			
Are you/is the firm a registered VAT Vendor	YES		NO	
If “YES”, please provide VAT number				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

30. PRICING SCHEDULE

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT (Rands)
1.	FEES FOR PROFESSIONAL SERVICES:				
1.1	Professional Fees (before any discount): Example of R1,000,000.00 used for tender purposes only	n/a	n/a	n/a	R1,000,000.00
	(Professional fee scale shall be agreed per project in accordance with the "ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons 2016", as published in Government Gazette No. 39480 of 4 December 2015 (Board Notice no. 138 of 2015), and amended from time to time, pertaining to Engineering Projects.				
1.2.	% Discount offered on item 1.1 (maximum -15%): (CARRY OVER TO FORM OF OFFER, PAGE 61)	%	n/a	-	- R
TOTAL OFFERED FOR ITEM NO. 1 (SUM OF ITEMS 1.1 AND 1.2):					R
2.	EXPENSES AND COSTS:				
2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
2.2.	Mark-up % tendered on item 2.1: (CARRY OVER TO FORM OF OFFER, PAGE 61)	%	n/a	+	R
TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS 2.1 AND 2.2):					R
3.	TOTAL FOR FEES, EXPENSES AND COSTS:				
3.1	Sum of totals for Items 1 and 2 above (i.e. Including amounts for items 1.1, 1.2, 2.1 and 2.2):				R
3.2	14% VAT on Item 3.1 above:				R
TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS 3.1, AND 3.2): (TO BE CARRIED OVER TO TENDER COVER PAGE)					R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



31. FORM OF OFFER AND ACCEPTANCE

1. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: SC 1690/2016: APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS IN THE OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2019

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the service provider 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.

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 bidder before the end of the period of validity stated in the tender data, whereupon the bidder becomes the party named as the service provider in the conditions of contract identified in the contract data.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 4 December 2015, as amended from time to time.

Discount offered on agreed fee scale:	
% in figures	%
percentage in words	percent
Markup percentage offered on all appointments of sub service providers	
% in figures	%
percentage in words	percent

Signature(s)		
Name(s)		
Capacity		
For the tenderer:	<i>(Insert name and address of organisation)</i>	
Name of witness:		Date
Signature of witness:		



2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement between the employer and the bidder 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 the Tender Document as a whole and drawings and documents or parts thereof, which may be incorporated by reference into the tender document. 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 bidder 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 bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now consultant) within five 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.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Overstrand Municipality, Magnolia Avenue, Hermanus	
Name of witness:		Date:
Signature of witness:		



4. SCHEDULE OF DEVIATIONS

	Subject	Details
1.		
2.		
3.		
4.		
5.		

By the duly authorized representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

FOR THE BIDDER:

Signature(s)		
Name(s)		
Capacity		
For the tenderer:	<i>(Insert name and address of organisation)</i>	
Name of witness:		Date
Signature of witness:		

FOR THE EMPLOYER:

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Overstrand Municipality, 1 Magnolia Avenue, Hermanus	
Name of witness:		Date:
Signature of witness:		



32. DECLARATION BY TENDERER

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

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

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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