



BID NUMBER: COM/111/2025

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR
COMPILATION / UPDATING OF WATER AND SERVER MODELS,
AND MASTER PLANS FOR A 3 YEAR PERIOD**

CLOSING DATE: 3 AUGUST 2026

CLOSING TIME: 11:00

Technical Enquiries:

City of Mbombela

P.O. Box 45

1 Nel Street

Mbombela

1200

Department: Technical Services

Contact: Project Manager

Name: Ms F. Martin for technical enquiries.

Telephone: **(013) 759 9441**

email: fortunate.martin@mbombela.gov.za

Procurement Related Enquiries:

Financial Management

Supply Chain Management

Christopher Nkambule

(013) 759 2358

Christopher.Nkambule@mbombela.gov.za

NAME OF RESPONDENT:

(i)

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

Signed by authorised representative of the TENDERER: _____

DATE: _____

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips are not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. It is compulsory to attach required documents to the relative page (where requested). Any other form of presentation (loose pages or separate documents) will not be accepted.

2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:

- | | | |
|----|--------------|---|
| 1. | CIDB | <i>CIDB Standard for uniformity in Construction Procurement, 10 July 2015, as amended.</i> |
| 2. | SANS 10845-1 | <i>Processes, methods and procedures.</i> |
| 3. | SANS 10845-2 | <i>Formatting and compilation of procurement documentation.</i> |
| 4. | SANS 10845-3 | <i>Standard conditions of tender.</i> |

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THE TENDER

SECTION DESCRIPTION

PART T1 TENDERING PROCEDURES

T 1.1	Tender Notice and Invitation to Tender
T 1.2	Tender Data

PART T2 RETURNABLE DOCUMENTS (See List of Documents)

THE CONTRACT

SECTION DESCRIPTION

PART C1 AGREEMENT and CONTRACT DATA

C 1.1	Form of Offer
C 1.2	Form of Acceptance
C 1.3	Schedule of Deviations
C 1.4	Contract Data

PART C2 PRICING DATA

C 2.1	Pricing Instructions
C 2.2	Bill of Quantities

SECTION DESCRIPTION

PART C3 SCOPE of WORK

T1.1 TENDER NOTICE



BID NO: COM111/2025
CLOSING DATE: 3 AUGUST 2026 AT 11:00

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR COMPILATION / UPDATING OF WATER AND SEWER MODELS, AND MASTER PLANS FOR A 3 YEAR PERIOD

Bids are hereby invited from capable and experienced consulting engineers for the appointment of professional service provider for compilation/updating of water and sewer models, and master plans for a 3 year period.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 3 July 2026 on the e-Tender Portal: www.etenders.gov.za and City's website: www.mbombela.gov.za on the tenders and notices folder, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE, CURRENT MUNICIPAL RATES AND TAXES STATEMENT FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH UP-TO-DATE MUNICIPAL RATES AND TAXES STATEMENT FROM RELEVANT LOCAL AUTHORITY FOR BOTH THE BUSINESS DIRECTORS AND COMPANY, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NUMBER, BID FULL DESCRIPTION AND CLOSING DATE" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: fortunate.martin@mbombela.gov.za. Technical enquiries cut-off date is 23 July 2026.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of specific targeted goals as per the City's Preferential Procurement Policy.

Procurement Enquiries : Christopher Nkambule
Tel: 013 759 2358
Technical Enquiries : Fortunate Martin
Tel: 013 759 9441
Employer : The City Manager: Mr. WJ Khumalo
City of Mbombela
Po Box 45; Mbombela; 1200

VISIT OUR WEBSITE: www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1) (g) of the MFMA and section 23(c) of the SCM Regulations

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 makes 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 provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200
3.2	<p>The tender documents issued by the Employer comprise:</p> <p>THE TENDER</p> <p>Part T1 Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2 Returnable Documents</p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p>THE CONTRACT</p> <p>Part C1 Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing</p>

Clause Number	Data
	C2.2 Bill of Quantities and Information Sheets Part C3 Scope of Works C3.1 Scope of Works
3.4	The Employer's Agent is: Name: Fortunate Martin Address: PO Box 45 Nelspruit 1200 Tel: 013 759 9441 E-mail: fortunate.martin@mbombela.gov.za
3.5	The language for communications is English.
3.6	The competitive negotiation procedure shall not be applied.
4.1	CIDB REQUIREMENTS: N/A

Clause Number	Data
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: fortunate.martin@mbombela.gov.za Technical enquiry cut-off date is stipulated on the invitation to tender.
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
4.12	No An alternative tender offer will be accepted
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an <u>original</u> , no copies required. The signed print-out shall be taken as the valid submission.
4.13 4.15	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: City of Mbombela Physical address: 1 Nel Street, Mbombela 1200 Identification details: TENDER NUMBER: COM111/2025 APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR COMPILATION/ UPDATING OF WATER AND SEWER MODELS AND MASTER PLANS FOR A PERIOD OF 36 MONTHS Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 12 weeks.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender;

Clause Number	Data
	<p>b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
5.1	The employer shall respond to clarifications received up to 5 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.3	<p>The time and location for opening of the tender offers are reflected on the invitation to tender.</p> <p>Location: 1 Nel Street, Mbombela 1200</p>
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) 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 unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) 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 be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p>

Clause Number	Data
	<p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.10	<p>A bid not complying with the requirements stated hereunder will be regarded as “non-Responsive”, and as such will be rejected/disqualified for further evaluation (Functionality)</p> <ul style="list-style-type: none"> • A valid Tax Compliance Status issued by the South African Revenue Services. • Company Registration Certificate. • Proof of good standing with the compensation insurer who is approved by the Department of Labour in terms of Section 80 of the compensation for occupational Injuries Diseases Act (Act No. 130 of 1993) (COIDA). Relevant COIDA Certificates to be in line with the services to be provided. • Completed and signed all the Municipal Bidding documents. • Proof of a Valid Professional Indemnity Cover of R 3 000 000 or above • All members in joint venture (JV’s) must also attach the mandatory documents above. (Failure to comply shall lead to disqualification of bids) • Audited financial statements for the three (3) previous financial years. • Original Certified IDs copies of active business • Submit copy of Annual Financial Statements (last 3 Financial Years, consecutively). For JV, Annual Financial Statements from all Service providers are required. • Submit copy of CSD Registration FULL report (summary report will NOT be considered) downloaded within 30 days before closing date. For JV, CSD full reports from all Service providers are required. • Authority for Signatory duly signed and dated original or certified copy on the Company(s) Letterhead. • Proof of software Licence Water and sewer system modelling analysis (equivalent of similar to wadiso or sawson) • Proof of software Licence for financial billing data analysis (e.g. like swift) • The bidder must provide a valid copy of current municipal rates and taxes statement from relevant local authority / proof of residential from tribal authority (if the business is operating in a rural area) / lease agreement with the lessor’s up-to-date municipal rates and taxes statement for the business. Prospective bidders should ensure that the physical address details of the company on the CSD are similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. It is prudent and remains the responsibilities of the prospective bidders to ensure that the company is cleared with regards to the municipal rates and taxes. • The bidder must provide valid copy of current municipal rates and taxes statement(s) from relevant local authority / proof of residential from tribal authority (if the director(s) is/are residing in rural areas) / lease agreement with the lessor’s up-to-date municipal rates and taxes statements for the director(s) including consortium and JV partners. Prospective bidders should ensure that the physical address / addresses details of the director(s) reflected on the company registration certificate are aligned to the address / addresses on the municipal rates and taxes statement(s) attached. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director or lessor’s municipal rates are cleared with regards to the municipal rates and taxes. • Submit certified copy of B-BBEE certificate of affidavit for B-BBEE (not disqualifying factor but non-claiming of B-BBEE points) <p>Certified copies of documentation (where applicable) must not be older than three months to be regarded as valid. Copies of “certified copies” will not be acceptable as true copies of original documents.</p>

5.11	The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences.
5.11.5	<p>Method 4 Financial offer, quality and preferences is scored as follows:</p> <p>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</p> <p>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = N_{FO} + N_P + N_Q$</p> <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>N_Q is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"> • do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or • failed to complete the tender document comprehensively with all the required information.
5.11.7	<p>The financial offer will be scored using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> <p>N_{FO} = the number of evaluation points awarded for the financial offer</p> <p>W_1 = the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p>A = the number calculated using Formula 2 (Option 1)</p> <p>Table 1: Formulae for calculating the value of A_a</p>

Clause Number	Data			
	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 '	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
	^a P _m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			
5.11.8	<p>Scoring preferences.</p> <p>Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on PPR22 and the City's Preferential Procurement Policy.</p>			
	Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
	1.	100% Black owned enterprises within the definition of the HDI	4	3
	2.	At least 30% women owned enterprises	2	1
	3.	At least 30% youth owned enterprises	2	1
	4.	At least 30% enterprises people living with disabilities	2	1
	5.	Enterprises regarded as EMEs located within the City of Mbombela	2	1
	6.	Corporate Social Investment (CSI) Plan. (see notes below)	5	3
	7.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	1
	Total		20	10
	<p>Corporate Social Investment (CSI)</p> <p>NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12)</p> <p>Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.</p>			

Clause Number	Data																																				
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>Table F0: FUNCTIONALITY RESPONSE SUMMARY</p> <table border="1" data-bbox="320 528 1439 954"> <thead> <tr> <th data-bbox="320 528 512 584">Item</th> <th data-bbox="512 528 1137 584">Description</th> <th data-bbox="1137 528 1289 584">Available Points</th> <th data-bbox="1289 528 1439 584">Points Awarded</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 584 512 640">F0.1</td> <td data-bbox="512 584 1137 640">COMPANY EXPERIENCE AND PROFILE (To claim points complete Table F1)</td> <td data-bbox="1137 584 1289 640"></td> <td data-bbox="1289 584 1439 640"></td> </tr> <tr> <td data-bbox="320 640 512 678"></td> <td data-bbox="512 640 1137 678">TOTAL POINTS (COMPANY PROFILE)</td> <td data-bbox="1137 640 1289 678">20</td> <td data-bbox="1289 640 1439 678"></td> </tr> <tr> <td data-bbox="320 678 512 734">F0.2</td> <td data-bbox="512 678 1137 734">MINIMUM PROJECT TEAM (To claim points complete Table F2)</td> <td data-bbox="1137 678 1289 734"></td> <td data-bbox="1289 678 1439 734"></td> </tr> <tr> <td data-bbox="320 734 512 772"></td> <td data-bbox="512 734 1137 772">TOTAL POINTS (TEAM)</td> <td data-bbox="1137 734 1289 772">30</td> <td data-bbox="1289 734 1439 772"></td> </tr> <tr> <td data-bbox="320 772 512 828">F0.3</td> <td data-bbox="512 772 1137 828">PREVIOUS MINIMUM RELATED PROJECTS (To claim points complete Table F3)</td> <td data-bbox="1137 772 1289 828"></td> <td data-bbox="1289 772 1439 828"></td> </tr> <tr> <td data-bbox="320 828 512 866"></td> <td data-bbox="512 828 1137 866">TOTAL POINTS (PREVIOUS PROJECTS)</td> <td data-bbox="1137 828 1289 866">50</td> <td data-bbox="1289 828 1439 866"></td> </tr> <tr> <td data-bbox="320 866 512 904"></td> <td data-bbox="512 866 1137 904">TOTAL POINTS</td> <td data-bbox="1137 866 1289 904">100</td> <td data-bbox="1289 866 1439 904"></td> </tr> <tr> <td data-bbox="320 904 512 954"></td> <td data-bbox="512 904 1137 954">Minimum points required to pre-qualify</td> <td data-bbox="1137 904 1289 954">80</td> <td data-bbox="1289 904 1439 954"></td> </tr> </tbody> </table> <p>Note: total allocation Quality is 100 point: Bidder must score the minimum 80 points to qualify is for the next stage of evaluation is 80 points. Only those tenders that have achieve the minimum number will proceed to the price and preference evaluation stage.</p>	Item	Description	Available Points	Points Awarded	F0.1	COMPANY EXPERIENCE AND PROFILE (To claim points complete Table F1)				TOTAL POINTS (COMPANY PROFILE)	20		F0.2	MINIMUM PROJECT TEAM (To claim points complete Table F2)				TOTAL POINTS (TEAM)	30		F0.3	PREVIOUS MINIMUM RELATED PROJECTS (To claim points complete Table F3)				TOTAL POINTS (PREVIOUS PROJECTS)	50			TOTAL POINTS	100			Minimum points required to pre-qualify	80	
Item	Description	Available Points	Points Awarded																																		
F0.1	COMPANY EXPERIENCE AND PROFILE (To claim points complete Table F1)																																				
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	TOTAL POINTS	100																																			
	Minimum points required to pre-qualify	80																																			
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Implementation Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) No Tipex has been used on the bid document j) The tenderer has not used an erasable pen and completed the bid document with a pencil or erasable pen 																																				

5.14	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Use of erasable ink will render such a tender offer unresponsive.
5.15	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. Erasures and the use of masking fluid are prohibited and will render such a tender offer unresponsive.
5.16	All request shall be in writing
6.1	<p>6.1 Termination of the Contractor's Employment by the Employer</p> <p>6.1.1 The Employer will be entitled to terminate the Contractor's employment under this Contract if the Contractor defaults in one or more of the following respects:</p> <ul style="list-style-type: none"> (i) persistently does not proceed with the work in a regular and timely manner despite several notices in respect thereof; (ii) fails without reasonable cause to commence the work despite receiving a notice from the Contract Administrator to commence the work; (iii) suspends performance of the work before issue of the final completion certificate without valid grounds as provided in this contract; (iv) persistently refuses or neglects to comply with a notice or an instruction from the Contract Administrator; (v) does not provide the Performance Security within the time provided in the contract; and/or (vi) subcontracts out any work without prior written consent from the Contract Administrator. <p>6.1.2 The Contract Administrator may give a written notice to the Contractor stating clearly the default. In the notice, the Contract Administrator must also instruct the Contractor to rectify the default and must warn the Contractor of the possibility of a termination if the default is not rectified.</p> <p>6.1.3 If following the notice, the Contractor does not rectify the default within 14 days as from the date the Contractor receives the notice, the Employer may then terminate the Contractor's employment under this contract in writing within seven days after the expiry of the 14 days' notice period.</p>
6.2	<p>6.2 Termination of the Contractor's Employment by the Contractor</p> <p>6.2.1 If the Employer does not pay the amount due to the Contractor in accordance with the provisions of this contract, then the Contractor may give a written notice to the Employer for non-payment. The Contractor may warn the Employer of the possibility of a termination or suspension if the amount due to him is not paid.</p> <p>6.2.2 If following the notice, the Employer does not affect payment within 30 days from the date of receipt of the notice, the Contractor may then either:</p> <ul style="list-style-type: none"> (i) suspend the work by giving a written notice to suspend work not later than 7 days after the 30 days' notice period; or (ii) terminate the Contractor's employment under this contract which must be done in writing not later than 7 days after the expiry of the 30 days' notice.
5.17	The number of paper copies of the signed contract to be provided by the employer is One.

PART T2 RETURNABLE DOCUMENTS

PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM N	SCHEDULE OF CURRENT COMMITMENTS
FORM O	PROFESSIONAL INDEMNITY INSURANCE
FORM P	FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION
RETURNABLE FOR QUALITY CRITERIA	
FORM Q	COMPANY PROFILE AND PROFESSIONAL STAFF
FORM R	MINIMUM PROJECT TEAM CREDENTIALS
FORM S	PREVIOUS RELATED PROJECTS
FORM T	N/A
FORM U	FUNCTIONALITY RESPONSE SUMMARY
CERTIFICATE FOR TENDER COMPLIANCE	
FORM V	SCHEDULE OF TENDER COMPLIANCE

COMPULSORY TENDER DOCUMENTS

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

NOT APPLICABLE TO THIS TENDER

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that I,
representative of (tenderer)
of (address)
.....
.....
telephone number
fax number
e-mail
attended the clarification meeting on (date)

Signature of Representative

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS

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
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

Signed Date

Name Position

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

*Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
 (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

*Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here
 (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender
 (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed

Date

Name

Position

**FORM D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022 (MBD 6.1)**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer

T2.1-5

will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	2 points	
2.	for at least 30% woman or women shareholding or owned enterprise	2 points	
3.	For at least 30% youth shareholding or owned enterprise	2 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise located within the local area of jurisdiction	2 points	
6.	for enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered of works to be undertaken	2 points	
7.	for Corporate Social Investment (CSI) or Social Labour Plan proposition (2% of the total budget allocated)	5 points	
8.	for valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3 points	
The City will utilize the CSD report for the above-mentioned information.			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

FORM E: COMPULSORY DECLARATION (SIPDM) (GBD 4)

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | | |
|--|--------------------------|---|
| a) a member of any municipal council | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| b) a member of any provincial legislature | | |
| c) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | a member of an accounting authority of any national or provincial public entity |
| 1. a member of the board of directors of any municipal entity | <input type="checkbox"/> | an employee of Parliament or a provincial legislature |
| 2. an official of any municipality or municipal entity | | |

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | | |
|--|--------------------------|--|
| d) a member of any municipal council | <input type="checkbox"/> | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| e) a member of any provincial legislature | | |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | a member of an accounting authority of any national or provincial public entity |
| 3. a member of the board of directors of any municipal entity | <input type="checkbox"/> | an employee of Parliament or a provincial legislature |
| 4. an official of any municipality or municipal entity | | |

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

***insert separate page if necessary**

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

i) neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)

b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;

has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

i) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
 - Certified Copies of the ID's of the Directors
 - Certified Shareholders Certificate

OR

- **For Companies**

- A copy of the Certificate of Incorporation
 - Certified Copies of the ID's of the Directors, and
 - Certified shareholders register

OR

- **For Joint Venture Agreements**

- Joint Venture Agreement between all the parties,
 - as well as the documents in (1) or (2) of each Joint Venture member.

OR

- **For Partnership**

- 1. Certified Copies of the ID's of the partners

OR

- **One person Business / Sole trader**

- 2. Certified Copy of ID

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no)?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1 (tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: *all municipal accounts are paid up to date*) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

Name

Position

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE MUNICIPAL
UTILITY ACCOUNT NOT OLDER THAN 6 MONTHS**

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

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

- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.

- viii) 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 tender invitation relates.

- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX

ATTACH VALID TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE

The Tax Compliance Status (TCS) PIN must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT**PRACTICES (GBD 8)**

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions 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 tender of any tenderer may be disregarded if that tenderer or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the tenderer 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)?</p> <p>for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Does the tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

Affix to this page, Proof of registration with the full Central Supplier Database report drawn from the National Department of National Treasury website not older than 10 days months from the closing date summary will not be accepted

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

If yes, furnish your details in table below.

YES

NO

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

**FORM M: PROOF OF GOOD STANDING WITH COMPENSATION
COMMISSIONER**

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence of registration and proof of good standing in the construction work with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries Diseases Act (Act No. 130 of 1993) (COIDA). Relevant COIDA certificate to be in line with the services to be provided (failure to comply shall lead to the disqualification of bids).

Affix certified Proof of Good Standing with Compensation Commissioner to this page

FORM N: SCHEDULE OF CURRENT COMMITMENTS
--

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM O: PROFESSIONAL INDEMNITY INSURANCE

Please attach a copy of the valid Professional Indemnity Insurance

- -

**FORM P: FINANCIAL RESOURCES DECLARATION OF
PROCUREMENT ABOVE R 10 MILLION (GBD5)**

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

- Are you by law required to prepare annual financial statements for auditing?

YES / NO

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

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

YES / NO

.....

.....

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

.....

.....

2.2 If yes, please provide particulars

.....

.....

3.1 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

.....

.....

a. If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

DESCRIPTION	MAXIMUM POINTS TO BE ALLOCATED
Price	80
B-BBEE Status Level of Contribution	20
TOTAL	100

RETURNABLES FOR QUALITY CRITERIA

FORM Q: COMPANY EXPERIENCE AND PROFILE

The Tenderer will receive a maximum of 20 points based on information provided in this schedule. Bidders must submit summary of the company profile not exceeding 5 pages and CIPRO registration documents.

Table F1: COMPANY EXPERIENCE AND PROFILE

Item	Description	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
F1.1	Less than 5 years of company existence	7		
F1.2	Between 5 – 10 years company existence	15		
F1.3	Over 10 years of company existence	20		
Total points		20		

.....

Signed: Tenderer

FORM R: MINIMUM PROJECT TEAM CREDENTIALS

The tenderer will receive a maximum of 30 points based on information provided in this schedule.

The Tenderer shall list below the KEY PERSONNEL which will be to utilize on the project and their relevant experience. The information will be verified with the references provided. Any information found to be untruthful will lead to the immediate disqualification of the Service Provider.

The Key Personnel offered by the Service Provider must meet the minimum experience for this tender, as specified below. Failure to meet the minimum criteria will lead to the disqualification of the tender submission. The project team offered by the Service Provider must meet the following minimum criteria:

a.) Senior Engineer (Project Leader):

The individual must be an ECSA registered Professional Civil Engineer (Pr. Eng.) with at least 10 years of experience with the water, sewer modelling design and implementation of water and sanitation projects. The “Senior Engineer” will be the “Project Leader” and responsible for liaison with the Client and the overall project management responsibilities.

b.) Water and Sewer Modell Engineer:

The individual must be a qualified ECSA registered Civil Engineer or Technologist (at least B. Tech.) with at least minimum of 7 years water services modelling and design related experience.

c.) Draughtsman:

The individual must be a qualified draughtsman (Multi-Disciplinary Drawing Office Practice (MDDOP)/ Computer-Aided Design (CAD)), be registered with appropriate professional body such South African Council for the Architectural Profession (SACAP) South African Institute of Draughting (SAID), with at least 3 years water services related experience.

d.) GIS Manager:

The individual must be a qualified GIS specialist with relevant qualification of a degree or diploma with appropriate professional registration, have significant experience more than 5 years in GIS, data management, and team leadership, strong project management, data analysis (including spatial, predictive modelling, remote sensing), software proficiency (ArcGIS, QGIS, etc.), and skills in stakeholder engagement.

MINIMUM KEY PROJECT**Table F2. TEAM CREDENTIALS**

Item	Key Personnel	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
F2.	Project Leader - ECSA registered Professional Civil Engineer (Pr. Eng.) with at least 10 years relevant experience (refer to Note a)	10		
F2.1	Water and Sewer Engineer/Modeller - Civil Engineer / Technologist - B.Eng./B.Tech (Civil) with at least 7 years relevant experience (refer to Note b)	8		
F2.2	Draughtsperson – Multi-Disciplinary Drawing Office Practice (MDDOP)/ Computer-Aided Design (CAD) at least 3 year relevant experience (refer to Note c)	6		
F2.3	GIS Manager- GIS specialist with relevant qualification of a degree or diploma) with at least 5 years relevant experience	6		
	Subtotal	30		

Table F2.2: MINIMUM KEY PROJECT TEAM CREDENTIALS

Must corroborate with company organogram, full CV's and certified qualifications which must be attached

Member	Designation	Name	Qualification	Years exp.	CV inc. (Y/N)
F2.2.1	Project Leader				
F2.2.2	Water and Sewer Engineer/Modeller				
F2.2.3	Sewer Engineer/Modeller				
F2.2.4	GIS Manager				
F2.2.5	Draughtsperson				

.....
Signed: Tenderer

FORM S: PREVIOUS RELATED PROJECTS

The tenderer will receive a maximum of 50 points based on information provided in this schedule.

Evaluation in terms of bidder's previous experience. Emphasis will be placed on the following:

- 1 Bidders are required to submit four (05) relevant appointment letters and reference letters or completion certificates to obtain full points on water and sanitation master planning.
- 2 Each appointment letter must be accompanied by the client reference letter or completion certificate to obtain maximum points.
- 3 Points for each appointment letter and clients reference letter or completion certificate attached will be allocated 10 points
- 4 Bidders will be allocated maximum points if they submit both appointment letter and completion or reference letter, failure to submit all relevant information per project will result in the forfeiture of all points.
- 5 The experience of the Bidder or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required as indicated above.

Documents requested above must be certified and not older than 3 months. Failure to adhere to the requirements will results in zero points allocation.

Table F3.:1 PREVIOUS SIMILAR PROJECTS

F3.	CRITERIA EXPERIENCE : PREVIOUS RELATED PROJECTS (To claim points complete Table F3)	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
F3.1	Water and Sanitation Modelling & Master Planning	10		
F3.2	Water and Sanitation Modelling & Master Planning	10		
F3.3	Water and Sanitation Modelling & Master Planning	10		
F3.4	Water and Sanitation Modelling & Master Planning	10		
F3.5	Water and Sanitation Modelling & Master Planning	10		
	TOTAL POINTS (PREVIOUS PROJECTS)	50		

Table**F3.2: PREVIOUS SIMILAR PROJECTS**

Must corroborate with certified copies of letter of appointment.

Project no.	Project Type	Project Name	Client	Contract Amount (Rand)	Contract Year	Contact person (+ cell & email)
F3.1.1	Water and Sanitation Modelling & Master Planning					
F3.1.2	Water and Sanitation Modelling & Master Planning					
F3.2.3	Water and Sanitation Modelling & Master Planning					
F3.2.4	Water and Sanitation Modelling & Master Planning					
F3.2.5	Water and Sanitation Modelling & Master Planning					

.....
Signed: Tenderer

FORM T:

Table F0: FUNCTIONALITY RESPONSE SUMMARY
--

Table F0: FUNCTIONALITY RESPONSE SUMMARY

Item	Description	Available Points	Points Awarded
F0.1	COMPANY EXPERIENCE AND PROFILE (To claim points complete Table F1)		
	TOTAL POINTS (COMPANY PROFILE)	20	
F0.2	MINIMUM PROJECT TEAM (To claim points complete Table F2)		
	TOTAL POINTS (TEAM)	30	
F0.3	PREVIOUS MINIMUM RELATED PROJECTS (To claim points complete Table F3)		
	TOTAL POINTS (PREVIOUS PROJECTS)	50	
	TOTAL POINTS	100	
	Minimum points required to pre-qualify	80	

Note: total allocation Quality is 100 points, the minimum threshold is to qualify for the next stage of evaluation is 80 points. Only those tenders that have achieved the minimum number will proceed to the price and preference evaluation stage.

.....
Signed: Tenderer

FORM V: SCHEDULE OF TENDER COMPLIANCE
--

Note to tenderer:

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	N/A
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	
FORM D	PREFERENCING SCHEDULE: PREFERENTIAL PROCUREMENT POINTS (MBD 6.1)	
FORM E	COMPULSORY DECLARATION	
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
FORM G	CERTIFICATE OF INDEPENDENT TENDER	
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX	
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
FORM L	AUTHORITY OF SIGNATORY	
FORM M	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
FORM N	SCHEDULE OF CURRENT COMMITMENTS	
FORM O	PROFESSIONAL INDEMNITY INSURANCE	
FORM P	FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
FORM Q	COMPANY EXPERIENCE AND PROFILE	
FORM R	MINIMUM PROJECT TEAM CREDENTIALS	
FORM S	PREVIOUS RELATED PROJECTS	
FORM T	NOT APPLICABLE	
FORM U	FUNCTIONALITY RESPONSE SUMMARY	
FORM V	SCHEDULE OF TENDER COMPLIANCE	

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1 AGREEMENT AND CONTRACT DATA

CONTENTS		PAGE(S)
C1.1	FORM OF OFFER	C1.1-1
C1.2	FORM OF ACCEPTANCE	C1.2-1
C1.3	SCHEDULE OF DEVIATIONS	C1.3-1
C1.4	CONTRACT DATA	C1.4-1 to C1.4-7
C1.5	PERFORMANCE GUARANTEE	C1.5-1 to C1.5-3

C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

C 1.1: FORM of OFFER

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR COMPILATION/UPDATING OF WATER AND SEWER MODELS AND MASTER PLANS FOR A 3 YEAR PERIOD.**

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

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

The offered total of the prices, inclusive of any value added tax or sales tax which the law requires the employer to pay, is

_____ (in words)

R _____ (in figures)

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Name and address: _____

Name and _____ Date: _____

Signature of Witness _____

C1.2: FORM of ACCEPTANCE

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C 1: Agreements and contract data, (which includes this agreement)

Part C 2: Pricing data

Part C 3: Scope of work.

Part C 4: Site information

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

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

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

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

for the EMPLOYER

Signature: _____

Name: _____

Capacity: _____

Name and address: _____

Name and _____

Date: _____

Signature of witness _____

C1.3: SCHEDULE of DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized representatives signing this agreement, the employer and the tenderer 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer 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 tenderer 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 TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

(Name and address): _____

Name and _____

Date: _____

Signature of witness _____

C1.4 CONTRACT DATA

C1.4: CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or Completed;

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. INTERPRETATION

- 2.1 Unless inconsistent with the context, an expression which denotes:
- a) any gender includes the other genders;
 - b) a natural person includes a juristic person and vice versa;
 - c) the singular includes the plural and vice versa.
- 2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract data, the provisions of the Contract Data shall prevail.
- 2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.10 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.11 Penalty

3.11.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, of the which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

3.12 Equipment and materials furnished by the Employer

3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.12.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

3.13 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.14 Programme

3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and

- c) other information as required in terms of the Scope of Work or Contract Data.
- 3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
- 3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

4. EMPLOYER'S OBLIGATIONS

4.1 Information

- 4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

- 4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:
 - a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
 - b) provide all relevant data, information, reports, correspondence and the like, which become available;
 - c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
 - d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

- 7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.
- 7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.
- 7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

- 7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person

to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- a) additional Services ordered by the Employer;
- b) failure of the Employer to fulfil his obligations under the Contract;
- c) any delay in the performance of the Services which is not due to the Service Provider's default;
- d) *Force Majeure*; or
- e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

- 8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.
- 8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.
- 8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

- 8.4.1 The Employer may terminate the Contract:
- (a) where the Services are no longer required;
 - (b) where the funding for the Services is no longer available;
 - (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
 - (d) if the Service Provider becomes insolvent or liquidated; or
 - (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
- 8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).
- 8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:
- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
 - (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
 - (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
 - (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.
- 8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

- 8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimize further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement, by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
 - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUB-CONTRACTING

- 11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.
- 11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement

between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate Legal right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15. AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

C.1.3 CONTRACT SPECIFIC DATA PROVIDED BY THE CLIENT

The following **contract specific data** are applicable to this Contract:

Clause	
	Please note that the word “employer” must be erased and replaced with the word “client” in all referred to documentation such as the Standard Professional Services contract (July 2009) (Third Edition of CIDB document 1014)
3.6.1	Omit and replace with: The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.11.1	PENALTY Add: Penalty for misleading council with wrong information provided in the returnable schedules, and information provided in this Tender. A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Tendering Entity as a result of the wrong information provided by the Tendering Entity, multiplied by 1.25 of the total Tendered professional fees. Penalty = (Points wrongly claimed as %) x 1.25 x (Tendered Professional Fees)
3.15	
3.15.1	The project targets will be identified and agreed upon at the inception meeting, based on the tendered rates and a program that will subsequently be prepared by the appointed service provider
5.4.1	The Service Provider is required to provide the following insurances:
	1. Insurance against Risk in performing professional services (Professional Indemnity cover)
	Cover is: R 1,000,000.00
	Period of cover: Duration of Project
	Deductibles are: NONE

5.5	<p>Add:</p> <p>The Service Provider is required to obtain the Client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Commencement of detailed design 2. Appointing Sub Consultants for the performance of any part of the Services 3. All variation orders with cost implications 4. For exceeding the budgeted amount.
7.3	<p>Add:</p> <p>The Client will not be responsible for any overtime worked by or overtime payments made to Personnel.</p>
8.1	<p>Omit and Replace with:</p> <p>The Service Provider is to commence the performance of the Services within 14 <u>Days</u> of date that the Contract becomes effective.</p>
9.1	<p>Omit and Replace with:</p> <p>Copyright of documents prepared for the Project shall be vested with the <u>CITY OF MBOMBELA</u></p>
12	<p>Omit and Replace with:</p> <p><u>Settlement of disputes</u> is to be in terms of par 49 and 50 of the Supply chain Management Policy of the CITY OF MBOMBELA</p>

C.1.4

DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
1	The Service Provider is:	
2	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

PART C2 PRICING DATA

C2.1: PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
1. Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

C2.2 SCHEDULE OF QUANTITIES

C2.2: BILL of QUANTITIES

BUR1 - ANNUAL COSTS FOR BUREAU-TYPE SERVICE TO CONTINUOUSLY UPDATE SWIFT, WATER/SEWER MODELS AND MPs (YEAR 1)

Item	Task (specifications as per once-off model/MP compilations apply)	Quantity	Rate	Amount in Rands: Year 1
1,1	SWIFT			
1,1,01	Quarterly analysis of individual billing and bulk meter records	4		
1,1,02	Quarterly reporting on per suburb statistics	4		
1,1,03	Quarterly changes/additions to suburb GIS shape file	4		
1,1,04	Annual analysis of water, sewer tariffs to meet target income	1		
	Sub-total			
1,2	Water/SWIFT	1		
1,2,01	Annual updates of existing water system models with latest as-built/plan book/ operations info	1		
1,2,02	Annual updates of the existing water distribution zone GIS shape file	1		
1,2,03	Annual updates of the link between Swift records and existing water model nodes	1		
1,2,04	Annual calculation of and reporting on per zone statistics	1		
1,2,05	Annual calculation of and reporting on per zone water loss statistics	1		
1,2,06	Annual updates of relevant water plan book pages	1		
1,2,07	Annual updates of the SDF shape file (Including Extension of Informal Areas - Backlogg eradication Database)	1		
1,2,08	Annual updates of the water master plan models	1		
1,2,09	Annual updates of the future water distribution zone GIS shape file	1		
1,2,10	Annual updates of the water master plan reports	1		
1,2,11	Annual update of the Water Technical Asset register to serve as basis for the Water Financial Asset Register	1		
	Sub-total			
1,3	Sewer/SWIFT			
1,3,01	Annual updates of existing sewer system models with latest as-built/plan book/ operations info	1		
1,3,02	Annual updates of the existing sewer drainage area GIS shape file	1		
1,3,03	Annual updates of the link between Swift records and existing sewer model nodes	1		
1,3,04	Annual updates of relevant sewer plan book pages	1		
1,3,05	Annual updates of the sewer master plan models	1		
1,3,06	Annual updates of the future sewer drainage area GIS shape file	1		

1,3,07	Annual updates of the sewer master plan reports (Including Extension of Informal Areas - Backlog eradication Database)	1		
1,3,08	Annual update of the Sewer Technical Asset register to serve as basis for the Sewer Financial Asset Register	1		
1,3,09	Annual update of the stormwater ingress analysis	1		
	Sub-total			
1,7	Water/Sewer PRP			
1,7,01	Annual update of water PRP model, analysis, report and PRP dataset	1		
1,7,02	Annual update of sewer PRP model, analysis, report and PRP dataset	1		
	Sub-total			
1,10	WSDP			
1,10,01	Update Master planning information on WSDP spreadsheets on DWS website	1		
1,10,02	IDP implementation report and annual WSDP Audit	1		
	Sub-total			
1,12	IMQS			
1,12,01	Monthly posting of all base map and other updated background data to IMQS	12		
1,12,02	Quarterly posting of latest Swift and bulk meter data to IMQS	4		
1,12,03	Quarterly posting of latest suburb GIS shape file to IMQS	4		
1,12,04	Annual posting of all water system related information and shape files to IMQS	1		
1,12,05	Annual posting of all sewer system related information and shape files to IMQS	1		
1,12,06	Annual posting of all water/sewer PRP related information and shape files to IMQS	1		
	Sub-total			
TOTAL SECTION BUR1				

SECTION CSW2 - ANNUAL COST FOR SOFTWARE LICENCE CONTRACTS AND TRAINING (YEAR 1)

Item	Task	Quantity	Rate	Total amount
1,1	Software			
1,1,01	Wadiso or similar licences			
1,1,02	Sewsan or similar - licences			
1,1,03	Swift or similar licences			
1,1,04	Water & Sewer/ PRP – licences			
	Sub-total			
1,2	IMQS Software			
1,2,01	Water module - enterprise licence			
1,2,02	Sewer module - enterprise licence			
1,2,03	Swift module - enterprise licence			
1,2,04	Water/Sewer PRP module -			
	Sub-total			
1,3	Training	Quantity		
1,3,01	Two day Master Planning Workshop (includes presentations to CoM internal Committee's & Master Plan project prioritization) with 6 Municipal Employees annually	Sum		
1,3,02	One day group training session (on IMQS) in Mbombela (Groups will be +/- 10-15 people). Allow two group training sessions per year (Including venue rental - meals and refreshments for delegates)	Sum		
1,3,03	One day group training session (on water & sanitation technical software products) in Mbombela (Groups will be 2 officials). Allow one group training session per year (Including venue rental – meals and refreshments for delegates)	Sum		
1,4	Printing			
1,4,01	Compilation of water and sanitation booklet			
1,4,02	Print and bind 5 x A3 Colour issues of Water and Sanitation Plan Books per year			
	Sub-total			
TOTALS SECTION CSW2				

YEAR TWO (02)

BUR1 - ANNUAL COSTS FOR BUREAU-TYPE SERVICE TO CONTINUOUSLY UPDATE SWIFT, WATER/SEWER MODELS AND MPs

Item	Task (specifications as per once-off model/MP compilations apply)	Quantity	Rate	Amount in Rands: Year 2
2,1	SWIFT			
2,1,01	Quarterly analysis of individual billing and bulk meter records	4		
2,1,02	Quarterly reporting on per suburb statistics	4		
2,1,03	Quarterly changes/additions to suburb GIS shape file	4		
2,1,04	Annual analysis of water, sewer tariffs to meet target income	1		
	Sub-total			
2,2	Water/SWIFT	1		
2,2,01	Annual updates of existing water system models with latest as-built/plan book/ operations info	1		
2,2,02	Annual updates of the existing water distribution zone GIS shape file	1		
2,2,03	Annual updates of the link between Swift records and existing water model nodes	1		
2,2,04	Annual calculation of and reporting on per zone statistics	1		
2,2,05	Annual calculation of and reporting on per zone water loss statistics	1		
2,2,06	Annual updates of relevant water plan book pages	1		
2,2,07	Annual updates of the SDF shape file (Including Extension of Informal Areas - Backlogg eradication Database)	1		
2,2,08	Annual updates of the water master plan models	1		
2,2,09	Annual updates of the future water distribution zone GIS shape file	1		
2,2,10	Annual updates of the water master plan reports	1		
2,2,11	Annual update of the Water Technical Asset register to serve as basis for the Water Financial Asset Register	1		
	Sub-total			
2,3	Sewer/SWIFT			
2,3,01	Annual updates of existing sewer system models with latest as-built/plan book/ operations info	1		
2,3,02	Annual updates of the existing sewer drainage area GIS shape file	1		
2,3,03	Annual updates of the link between Swift records and existing sewer model nodes	1		
2,3,04	Annual updates of relevant sewer plan book pages	1		
2,3,05	Annual updates of the sewer master plan models	1		
2,3,06	Annual updates of the future sewer drainage area GIS shape file	1		
2,3,07	Annual updates of the sewer master plan reports (Including Extension of Informal Areas - Backlogg eradication Database)	1		

2,3,08	Annual update of the Sewer Technical Asset register to serve as basis for the Sewer Financial Asset Register	1		
2,3,09	Annual update of the stormwater ingress analysis	1		
	Sub-total			
2,7	Water/Sewer PRP			
2,7,01	Annual update of water PRP model, analysis, report and PRP dataset	1		
2,7,02	Annual update of sewer PRP model, analysis, report and PRP dataset	1		
	Sub-total			
2,10	WSDP			
2,10,01	Update Master planing information on WSDP spreadsheets on DWS website	1		
2,10,02	IDP implementation report and annual WSDP Audit	1		
	Sub-total			
2,12	IMQS			
2,12,01	Monthly posting of all base map and other updated background data to IMQS	12		
2,12,02	Quarterly posting of latest Swift and bulk meter data to IMQS	4		
2,12,03	Quarterly posting of latest suburb GIS shape file to IMQS	4		
2,12,04	Annual posting of all water system related information and shape files to IMQS	1		
2,12,05	Annual posting of all sewer system related information and shape files to IMQS	1		
2,12,06	Annual posting of all water/sewer PRP related information and shape files to IMQS	1		
	Sub-total			
TOTAL SECTION BUR1				

SECTION CSW2 - ANNUAL COST FOR SOFTWARE LICENCE SMA CONTRACTS AND TRAINING (YEAR 2)

Item	Task	Quantity	Rate	Total amount
2,1	Company Software			
2,1,01	licences similar to Wadiso			
2,1,02	Sewsan or similar licences			
2,1,03	Swift or similar licences			
2,1,04	Water & Sewer PRP licences			
	Sub-total			
2,2	IMQS Software			
2,2,01	Water module - enterprise licence			
2,2,02	Sewer module - enterprise licence			
2,2,03	Swift module - enterprise licence			
2,2,04	Water/Sewer PRP module -			
	Sub-total			
2,3	Training	Quantity		
2,3,01	Two day Master Planning Workshop (includes presentations to CoM internal Committee's & Master Plan project prioritization) with 6 Municipal Employees annually	1		
2,3,02	One day group training session (on IMQS) in Mbombela (Groups will be +/- 10-15 people). Allow two group training sessions per year (Including venue rental - meals and refreshments for delegates)	1		
2,3,03	One day group training session (on water & sanitation technical software products) in Mbombela (Groups will be 2 officials). Allow one group training session per year (Including venue rental – meals and refreshments for delegates)	1		
2,4	Printing			
2,4,01	Compilation of water and sanitation booklet	1		
2,4,02	Print and bind 5 x A3 Colour issues of Water and Sanitation Plan Books per year	8		
	Sub-total			
TOTALS SECTION CSW2				

YEAR TWO (03)

BUR1 - ANNUAL COSTS FOR BUREAU-TYPE SERVICE TO CONTINUOUSLY UPDATE SWIFT, WATER/SEWER MODELS AND MPs

Item	Task (specifications as per once-off model/MP compilations apply)	Quantity	Rate	Amount in Rands : Year 3
3,1	SWIFT			
3,1,01	Quarterly analysis of individual billing and bulk meter records	4		
3,1,02	Quarterly reporting on per suburb statistics	4		
3,1,03	Quarterly changes/additions to suburb GIS shape file	4		
3,1,04	Annual analysis of water, sewer tariffs to meet target income	1		
	Sub-total			
3,2	Water/SWIFT	1		
3,2,01	Annual updates of existing water system models with latest as-built/plan book/ operations info	1		
3,2,02	Annual updates of the existing water distribution zone GIS shape file	1		
3,2,03	Annual updates of the link between Swift records and existing water model nodes	1		
3,2,04	Annual calculation of and reporting on per zone statistics	1		
3,2,05	Annual calculation of and reporting on per zone water loss statistics	1		
3,2,06	Annual updates of relevant water plan book pages	1		
3,2,07	Annual updates of the SDF shape file (Including Extension of Informal Areas - Backlog eradication Database)	1		
3,2,08	Annual updates of the water master plan models	1		
3,2,09	Annual updates of the future water distribution zone GIS shape file	1		
3,2,10	Annual updates of the water master plan reports	1		
3,2,11	Annual update of the Water Technical Asset register to serve as basis for the Water Financial Asset Register	1		
	Sub-total			
3,3	Sewer/SWIFT			
3,3,01	Annual updates of existing sewer system models with latest as-built/plan book/ operations info	1		
3,3,02	Annual updates of the existing sewer drainage area GIS shape file	1		
3,3,03	Annual updates of the link between Swift records and existing sewer model nodes	1		
3,3,04	Annual updates of relevant sewer plan book pages	1		
3,3,05	Annual updates of the sewer master plan models	1		
3,3,06	Annual updates of the future sewer drainage area GIS shape file	1		
3,3,07	Annual updates of the sewer master plan reports (Including Extension of Informal Areas - Backlog eradication Database)	1		

3,3,08	Annual update of the Sewer Technical Asset register to serve as basis for the Sewer Financial Asset Register	1		
3,3,09	Annual update of the stormwater ingress analysis	1		
	Sub-total			
3,7	Water/Sewer PRP			
3,7,01	Annual update of water PRP model, analysis, report and PRP dataset	1		
3,7,02	Annual update of sewer PRP model, analysis, report and PRP dataset	1		
	Sub-total			
3,10	WSDP			
3,10,01	Update Master planing information on WSDP spreadsheets on DWS website	1		
3,10,02	IDP implementation report and annual WSDP Audit	1		
	Sub-total			
3,12	IMQS			
3,12,01	Monthly posting of all base map and other updated background data to IMQS	12		
3,12,02	Quarterly posting of latest Swift and bulk meter data to IMQS	4		
3,12,03	Quarterly posting of latest suburb GIS shape file to IMQS	4		
3,12,04	Annual posting of all water system related information and shape files to IMQS	1		
3,12,05	Annual posting of all sewer system related information and shape files to IMQS	1		
3,12,06	Annual posting of all water/sewer PRP related information and shape files to IMQS	1		
	Sub-total			
TOTAL SECTION BUR1				

**SECTION CSW2 - ANNUAL COST FOR SOFTWARE LICENCE SMA CONTRACTS AND TRAINING
(YEAR 3)**

Item	Task	Quantity	Rate	Total amount
3,1	Software			
3,1,01	licences similar to Wadiso			
3,1,02	Sewsan or similar - licences			
3,1,03	Swift of similar – licences			
3,1,04	Water & Sewer/ PRP – licences			
	Sub-total			
3,2	IMQS Software			
3,2,01	Water module - enterprise licence			
3,2,02	Sewer module - enterprise licence			
3,2,03	Swift module - enterprise licence			
3,2,04	Water/Sewer PRP module -			
	Sub-total			
3,3	Training	Quantity		
3,3,01	Two day Master Planning Workshop (includes presentations to CoM internal Committee's & Master Plan project prioritization) with 6 Municipal Employees annually	Sum		
3,3,02	One day group training session (on IMQS) in Mbombela (Groups will be +/- 10-15 people). Allow two group training sessions per year (Including venue rental - meals and refreshments for delegates)	Sum		
3,3,03	One day group training session (on water & sanitation technical software products) in Mbombela (Groups will be 2 officials). Allow one group training session per year (Including venue rental – meals and refreshments for delegates)	Sum		
3,4	Printing			
3,4,01	Compilation of water and sanitation booklet			
3,4,02	Print and bind 5 x A3 Colour issues of Water and Sanitation Plan Books per year			
	Sub-total			
TOTALS SECTION CSW2				

SECTION GT1 - GENERAL TASKS

ITEM	Task	Unit	Rand: Once-off - Year 1	Rand: Once-off - Year 2	Rand: Once-off - Year 3
1	WATER				
1,01	Analysis of alternative raw water sources and integration into water network	1			
1,02	Evaluate Raw water supply canal capacities and condition assessments, including feasibility of direct river extraction at Mbombela	1			
1,03	Specialist and Legal opinions / recommendations on Town Planning application comments on National Water Act and reservation of water rights/ servitudes	3			
1,04	Water & Sanitation use licence reconciliation /renewal / updating and new acquisition	2			
1,05	Fire-flow analysis and compliancy "heat-map" for White River, Rocky's Drift, Umjindi and Hazyview	3			
3	CAPITAL SERVICES CONTRIBUTIONS				
3,01	Updating of Services Contribution Tariff calculation spreadsheet	3			
3,02	Maintain services contribution database with cloud storage and automatic updating CSC rates based on master plan items	3			
3,03	Export / incorporate Services Contribution database information into IMQS	3			
4	REVIEW OF SPECIFIC LAND USE APPLICATIONS				
4,01	Ad Hoc master plan review reports of any land use application type e.g. Township Establishment, Rezoning's etc.	3			
4,02	Review of water use licences, raw water permits				
5	AS-BUILT SURVEYS, FLOW & PREASURE MEASURMENTS				
5,01	Ad Hoc requested surveys of any infrastructure, to update master plan	3			
5,02	Flow and pressure Logging	3			
	Sub-total				
TOTAL SECTION GT1			R1 710 000		

**SECTION AS1 - HOURLY RATES FOR FURTHER RELATED SUPPORT SERVICES
IF REQUIRED**

Item	Staff Designation	Rand: per hr
1	Director/Project Leader	
2	Senior engineer	
3	Junior engineer	
4	Technologist	
5	Technician	
6	GIS technician	
7	Draughtsperson	
8	Programmer	

SUMMARY

Section	Description	Rand - Year 1	Rand - Year 2	Rand - Year 3
BUR1	ANNUAL COSTS TO CONTINUOUSLY UPDATE SWIFT, WATER/SEWER MASTER PLANS AND PRP's			
CSW1	ANNUAL COSTS FOR SOFTWARE SMA CONTRACTS AND TRAINING			
GT1	ONCE-OFF COSTS FOR GENERAL TASKS			
	Sub Total annual costs			
	TOTAL PROJECT COSTS FOR 3 YEAR PERIOD (FIXED PRICE ESCALATION TO BE INCLUDED)			

PART C3 SCOPE OF WORKS

1 PURPOSE

1.1 General

Over several years a comprehensive modelling, planning and management information system for Water & Sanitation (W&S) has been established in The City of Mbombela (CoM). The system covers the entire municipal area which includes the W&S concession area. The system has been kept up to date by consultants that have acted as a “bureau” for CoM (and under separate contract also for the concessionaire Silulumanzi).

The purpose of this tender is to procure the services of a consultancy that can continue with the bureau service with a view to keep all the water-, sanitation, Master Plans (MP’s), management information systems up to date, for a period of 36 months.

All related software and their annual licensing are also part of the project.

The project will span a period of 36 months.

1.2 Water & Sanitation

This contract may run in parallel with the existing W&S bureau contract in place at the concessionaire. The concessionaire Silulumanzi is obliged under its contract with CoM to enter into a separate W&S bureau service contract with a consultancy with a view to keep the system up to date in their areas.

This intent of this contract will therefore be to only cover the work required in accordance with the scope of works in the non-concession area. The following is a list of so-called “planning areas” for W&S and how it is divided up into concession and non-concession areas.

Non-concession:

- White River
- Hazyview
- Nsikazi North
- Nsikazi South (northern portion – Kabokweni etc.)
- Plaston (northern portion of Karino-Plaston planning area)
- Elandshoek
- Kaapschehoop

Concession:

- Nelspruit
- Karino (southern portion of Karino-Plaston planning area)
- Nsikazi South (southern portion – Kanyamazane etc.)
- Matsulu

CoM will under current contract terms have 100% up-to-date models and MP’s of all the W&S systems in the CoM supply area (outside of the concession area). The purpose of this project is to continuously update the computer models and MP’s as a “bureau”-type service.

In addition, it is required that the model databases be used to establish and/or update a water and sewer pipe replacement prioritisation (PRP) schedule, drawn up in accordance with risk assessment based on probability (or likelihood) of failure and consequence of failure.

All previous models, reports and other relevant data associated with previous projects are available for inspection and will be made available to the successful tenderer.

1.3 Reporting platform

All the information from the various models, MP’s, PRP’s, must be available in geodatabase format and be populated into an integrated web-based platform accessible to designated technical and financial staff of CoM.

2 SOFTWARE

2.1 TECHNICAL SOFTWARE

The following technical software is in operation at CoM and tenderer’s own copies with similar sizes/capacities must be used in the execution of the project*:

GLS Software
2 x Wadiso - licences
2 x Sewsan - licences
1 x Swift – licences
1x CSC Annual License – licence
IMQS Software
Sewer Module
Water Module
Water Demand Module
Sewer Pipe Replacement Module
Water Pipe Replacement Module

The tender will include pricing for the purchasing and continuous licensing of the CoM owned copies of the software. However, CoM reserves the option to enter into a separate software contract with the vendor.

2.2 WEB BASED GIS PLATFORM

The following enterprise-licensed web-based information viewer with pertinent modules is in operation at CoM and tenderer must be able to feed information from the technical software as well as related GIS information into the viewer during the execution of the project*:

- IMQS (Integrated GIS based management information system(MIS):
 - ✓ Water module
 - ✓ Sewer module
 - ✓ Swift module (water and electricity demand)

In addition, enterprise licences for the following modules from the same IMQS platform will be procured under this tender and tenderer must be able to feed information from the technical software as well as related GIS information into the viewer during the execution of the project*:

- IMQS (Integrated GIS based management information system(MIS):
 - ✓ PRP modules (Water/Sewer/ pipe replacement prioritisation)

The tender will include pricing for the purchasing and continuous licensing of the CoM owned modules of the software. However, CoM reserves the option to enter into a separate software contract with the vendor.

3 QUALIFIED CONSULTANTS

Consultants tendering must prove by means of a referenced list of previous similar type and magnitude projects undertaken that they possess the necessary skills, expertise and experience to perform computer modelling, master planning, PRP, and analyses with the software.

The formation of joint ventures (JV) and/or the use of qualified and skilled sub-consultants are allowed.

Functional qualification will be evaluated in accordance with the methodology and schedules provided. Only tenderers that pass the functionality evaluation will be considered further in the skills and costing evaluation.

4 SCOPE OF WORKS UPDATING OF THE WATER/SEWER MODELS, MP'S AND MIS

This section specifies the methodology that is applicable in the compilation and/or updating of the W&S models and MP's, be it a section of model and MP that must be compiled from scratch, or an existing model and MP that must be updated with new as-built plans or adjustments to the future land use plan, typically the Spatial Development Framework (SDF).

4.1 DATA COLLECTION AND CAPTURING

All as-built data that is part of the current water and sewer systems has to be collected from CoM and consultants. This includes adjustments and impairments to the system as carried out by operational staff, which might not be properly documented in the form of as-built drawings. Also included are appurtenant items such as valves, hydrants, scours, stand/consumer connections etc. which do not form part of the models per sé but are required to be displayed on maps and plan books of the existing system. The data capturing process must take cognisance of the componentization, hierarchy and numbering systems contained in the asset register, financial management and maintenance management systems. Over and above attribute data required for hydraulic modelling, component attribute data such as age, material and pressure class that are required for purposes of the asset register and asset management, must be captured.

An extract must be done from the CoM billing system. This data must be imported into the Swift software for further analysis.

Data from all bulk water meters being monitored by the CoM must be obtained and imported into the Swift software for further analysis.

Data from all bulk sewer flow meters being monitored by the CoM must be obtained for further analysis.

The latest aerial photography images must be obtained from CoM, converted to the appropriate file format, and imported into the Wadiso, Sewsan, Swift and IMQS software. (The software packages allow access to other web-based aerial imagery such as Open Street Maps (OSM), Google Maps, and Bing Maps – which may be more up-to-date than CoM's own imagery and should be used in such a case.)

The latest digital terrain model (DTM) data must be obtained from CoM. If not available, the DTM data must be obtained from National Geo-spatial Information (NGI).

The latest cadastral base map of CoM must be obtained in GIS format, compatible with the Wadiso, Sewsan and IMQS software.

The latest Spatial Development Framework (SDF) must be obtained from CoM. The information in the SDF must be workshopped with officials from the CoM engineering and town planning departments.

4.2 ANALYSIS OF WATER DEMANDS AND SEWER FLOWS

Formal urban areas

Appropriate suburb categories must be established in consultation with CoM technical staff based on the suburb codes in the billing data, and a matching GIS suburb shapefile/geodatabase must be created and maintained.

Appropriate land use and zoning categories must be established in consultation with CoM technical staff based on the codes in the billing data.

Prepaid meter data must be obtained and linked to the Swift databases in order to account for stands with prepaid consumption.

Stands which are not individually metered but are billed according to a deemed consumption must be identified through their billing codes. Consumption must be estimated for these stands based on bulk supply. Both the deemed consumption and the shortfall must be accounted for in the water balance.

The billing data must be analysed with the Swift program in order to determine for each individual stand:

- The suburb category for the stand
- An annual average daily water demand (AADD) for each meter on the stand
- A total AADD for the stand (if the stand AADD = 0 the stand is assumed vacant)
- A land use and zoning category for the stand
- The number of units on the stand (in cases of cluster housing and flats)

Each record/stand in the Swift database will have a suburb code and stand/portion number which must be linked to the relevant land parcel polygon of similar code on the GIS cadastral base map. Mismatches between the Swift database codes and the GIS codes must be fixed manually up to an accuracy level exceeding 95%.

The Swift program must be used to produce a report for each suburb category (and totalised for the entire town):

- Total AADD of water sales in the suburb category
- Total stands in the suburb (broken down per land use category, and per occupancy/vacancy)
- The typical unit water demand (UWD) per stand of each land use type

Formal areas not on the billing system

Through visual analysis of all the billing records on the cadastral GIS, and all developed stands identifiable on the aerial imagery, developed stands/areas that should be billed but are not on the billing system must be identified. For each individual such area a polygon has to be captured as part of a shapefile/geodatabase. The number of dwellings and businesses (etc.) in each area must be counted and entered into the database, as well as the W&S service levels prevalent in the area. Through consultation with CoM staff bulk meters which monitor supply to such areas must be identified and linked to the database to determine Unit Water Demands (UWD) for each stand. If supply to the area is not metered UWD Information from similar metered areas must be used to estimate the water demand.

Informal and rural settlements

Informal and rural settlements are not on the CoM billing system. Such areas have to be identified using cadastral data and aerial imagery. For each individual such area a polygon has to be captured as part of a shapefile/geodatabase. The number of dwellings in each area must be counted or determined through density/area analysis and entered into the database, as well as the W&S* service levels prevalent in the area.

(* - Typically these areas have either on-site or dry sanitation).

In cases where bulk water meters monitor the supply into an informal/rural settlement, the water demand estimate for the settlement must be based on the bulk meter data, and a UWD for a typical dwelling unit must be calculated. If the UWD exceeds the allowable free basic water supply (FBW) the FBW and the shortfall must be accounted for separately in the water balance.

In cases where there is no bulk water meter monitoring the supply into informal/rural settlements, information from similar metered areas must be used to estimate the water demand. Otherwise, the RDP standard of 200 L/d/unit + 20% water losses = 250 L/d/unit must be assumed for all the dwelling units in the settlement.

Information on informal/rural settlements must be imported into Swift in order to form part of the water loss calculations as per DWA no drop guidelines.

Global water losses

Available bulk water meter data must be imported into and analysed with the Swift program and the total bulk input (system input volume (SIV)) into each town and for CoM as a whole must be compared to the metered and estimated water sales and the monitored informal/rural consumption in order to determine the global water losses in accordance with International Water Association (IWA) and Department of Water & Sanitation's (DWS) No Drop guidelines and Key Performance Indicators (KPI) such as the Infrastructure Leakage Index (ILI).

The global water loss report(s) must include:

- Total AADD of water consumption (metered and/or estimated) in the zone
- Total stands in the zone (broken down per land use category, and per occupancy/vacancy)
- Total bulk water input into the zone
- Total water loss in the zone
- All IWA water loss KPI's for the zone (e.g. ILI)

Sewer flow patterns and ratio of water use

Available bulk sewer flow meter data must be analysed to determine the total average daily dry weather flow (ADDWF) and peak day dry weather flow (PDDWF) for each town and for CoM as a whole, which must be expressed as a ratio of the total bulk water input for the town.

The bulk sewer flow hydrograph shapes must be rationalised into 24 hourly ordinates, which can be disaggregated to produce a typical calibrated 24h unit hydrograph for each land use type. The unit hydrograph ordinates are dimensionless, and are multiplied with the water used by each stand, and the sewer/water ratio, to produce a typical sewer flow contribution from a single stand.

4.3 UPDATING OF EXISTING SYSTEM MODELS

The as-built data collected on the existing systems and available from previous models has to be captured with the relevant software, geospatially correct on the base map and aerial photography backdrop. The full set of data fields as required (including many non-hydraulic fields such as material, installation year, system type, system name, etc.) will be provided as a specification to the successful tenderer.

Data on appurtenant items such as valves, hydrants, erf connections etc. must be captured in a GIS shapefile/geodatabase in accordance with a specification that will be provided to the successful tenderer.

Pipe, pump and valve configurations must be captured as accurately as possible on reservoir sites, water tower sites and in pumping stations (PS's).

Models must reflect accurately the interconnectivity and "jumps" between pipes, as well as closed valves and capped pipes which represent zonal boundaries.

Where existing models are available, the captured data must be merged onto the existing models in order to represent the most up-to-date model versions of the existing systems.

The following links between the water and sewer model elements and other databases and data hosting websites have to be established:

- Maintenance/management incident and task reports
- Telemetry/SCADA
- Blue Drop (DWA)
- Green Drop (DWA)
- Websites hosting bulk flow meter data (MyCity, ZedNet)
- Websites hosting pressure logging data (MyCity, ZedNet)

4.4 POPULATION OF LOADS IN THE MODEL FROM SWIFT DATA AND ZONAL BALANCES

The models have to be linked to the billing and informal/rural settlement data in the Swift program.

Formal urban areas

Each record/stand in the Swift database has to be linked to a node in the water model, and a manhole in the sewer model. The total AADD water sold at each node must thus be populated with the Swift program to each node and each manhole in the models. In the case of the sewer models, the typical unit hydrograph types (dependent on land use) of each stand must also be populated to the manholes in the models, in order for the software to produce a typical sewer flow contribution from each manhole.

Vacant stands are to be assigned the rationalised theoretical UWD's from Swift and are also to be populated into a separate "fully occupied" water demand scenario in the model.

Formal areas not on the billing system

The total water demand of all formal areas identified as using water but are not billed must be allocated on a weighted basis to all the water model nodes in each specific area, as well as to the sewer manholes (if applicable) in the area.

Informal/rural settlement areas

The total water demand of all informal/rural settlement areas must be allocated on a weighted basis to all the water model nodes in each specific area, as well as to the sewer manholes (if applicable) in the area.

Zonal water balances

Each node in the water model must be associated via the relevant data fields with a physical zone in the system (i.e. as supplied by a reservoir or water tower). Where available, bulk water meter data must be associated with the zones. A shapefile/geodatabase with water distribution zone boundaries must be compiled and must be correspondent with the zonal information in the model.

The Swift program must be used to produce a report for each zone (and totalised for each separate town and for the entire CoM as a whole):

- Total AADD of water consumption (metered and/or estimated) in the zone
- Total stands in the zone (broken down per land use category, and per occupancy/vacancy)
- Total bulk water input into the zone
- Total water loss in the zone
- All IWA water loss KPI's for the zone (e.g. ILI)

The water loss information must be rationalised on a suburb-by-suburb or zone-by-zone basis, and added to the AADD's of water sold at each node/manhole.

Sewer drainage areas

Each Manhole in the sewer model must be associated via the relevant data fields with a physical drainage area in the system (i.e. a PS or WWTW). Where available, bulk sewer flow data must be associated with the drainage areas. A shapefile/geodatabase with drainage area boundaries must be compiled and must be correspondent with the drainage area information in the model.

4.5 PLAN BOOKS

A 1:4000 A3 plan book page grid must be established for the entire CoM service area. The models with appurtenant GIS data (valves, hydrants, erf connections, etc.) must be used to produce A3 water and sewer plan book pages, containing inter alia the following (in a format for which a specification will be provided to the successful tenderer):

- Cadastral town layout (stands, reserves, servitudes, suburb boundaries, etc.)
- Stand numbers
- Street names and numbers
- Distribution zone boundaries (water)
- Drainage area boundaries (sewer)
- Pipe layout (labelled with nominal diameters)
- Appurtenant data displayed as symbols
- Bulk facilities (PS's, reservoirs, water towers, treatment plants, etc.)

4.6 PLANNING AND EVALUATION CRITERIA AND UNIT COST FUNCTIONS

A set of planning and evaluation criteria must be developed for the project. This includes peak demand factors (per dominant land use type and total AADD in a specific zone), sewer unit hydrographs, minimum/maximum allowable pressures and flow velocities, spare capacities in sewer pipes, reservoir/water tower capacities in relation to AADD served, etc.

Unit cost function tables and graphs for all water and sewer physical infrastructure must be developed as part of the project (e.g. R/m costs for pipelines, R/kL costs for reservoir/towers/treatment plants, R/kW cost for PS's, surcharges for P&G's/Contingencies/Professional Fees).

The criteria and cost functions have to be reviewed and workshopped in conjunction with officials of the CoM engineering department.

4.7 EVALUATION OF EXISTING SYSTEMS

Using the compiled/updated computer models the existing systems have to be evaluated against the planning and evaluation criteria. All deficiencies (including incorrect zonal boundaries) and spare capacities have to be identified and reported on, as a starting point for the updating of the MP's.

Replacement (Construction) values for each component of the existing systems have to be calculated based on the updated cost functions, and totalised for the entire systems.

In the water system, the model must be set up to allow extended period time simulation, in order that operational and water quality issues can be evaluated on an as-and-when required basis.

In the sewer system, measured stormwater ingress spikes on top of normal sewer flow hydrographs have to be analysed (in conjunction with available rainfall data) in order to quantify the amount of rainfall run-off that ingresses the system, and to identify drainage areas where such ingress is of critical proportions.

4.8 ANALYSIS OF FUTURE LAND USE

A suitable planning horizon shall be decided upon. The developments that are anticipated up to the planning horizon shall be identified from the SDF and discussed and workshopped with engineers and town planners. These will include new development areas, densification of existing areas and migration plans, all of which are to be aligned with the local integrated development plan (IDP) and Housing Strategy plan.

A GIS shapefile/geodatabase with all potential future land developments, densifications and upgrading/relocation of informal/rural areas must be compiled based on the most recent council approved SDF, with specific reference also to any proposed precinct plans for e.g. Special Economic Zones (SEZ).

Where available, the future land development polygons in the shapefile/geodatabase must exclude future roads servitudes and floodplains.

The following information is inter alia required for each record:

- Land area
- Probable implementation year
- Probable land use type
- Probable density
- Probable number of units
- Unit water demand
- Total AADD (inc. water losses)
- Total ADDWF and PDDWF

4.9 FUTURE SYSTEM MODELS AND MP'S

Schematic* water and sewer models have to be compiled for each potential development in the SDF shapefile/geodatabase, such that these models can be superimposed on or merged with the existing system models to represent the future MP horizon scenario.

(* - Where preliminary township layouts are available these must be used to more accurately compile the schematic water and sewer models.)

The future scenario models have to be used to determine all extensions, upgrading, re-zoning and operational improvements of the existing systems as might be required to eliminate current deficiencies in the systems and

to accommodate the future loads on the systems. Proposals for major items, i.e. new reservoir locations, PS locations, bulk pipeline routes, Water Treatment Plants (WTP's), Waste Water Treatment Works (WWTW's) must be workshopped with officials of the CoM Engineering department.

Each item in the MP model must be assigned a MP item number, an estimated cost, and implementation year commensurate with first eliminating all deficiencies in the existing system, and secondly to stay in synch with the anticipated phasing in of potential future developments and densifications.

A comprehensive MP item table must be generated, listing all items, their costs and implementation years, which can be queried/interrogated to produce required budgetary amounts.

Items must be "rolled up" into sensible projects which can form part of the IDP process. A shapefile/geodatabase with all projects must be compiled, containing summary data on the items included in the project, the capital cost estimate for the project, and the implementation period for the project.

A shapefile/geodatabase with future water distribution zone boundaries must be compiled.

A shapefile/geodatabase with future sewer drainage area boundaries must be compiled.

In the water system, the model must be set up to allow extended period time simulation, in order that operational and water quality issues can be evaluated on an as-and-when required basis.

4.10 MASTER PLAN REPORTING

General (background) report

A general background report is required to detail the context of the modelling and master planning studies. It must address (inter alia):

- Study area
- Topography
- Hydrology/water resources
- Population and growth expectations
- Socio-economic and land use issues
- General description of water sources, bulk water supply and reticulation
- General description of sewer reticulation, bulk sewer outfalls and WWTW's
- Institutional issues (interactions with water boards, bulk sewer companies, other municipalities)

Water planning/evaluation criteria and cost functions report

A report detailing all the adopted water demand-, flow-, velocity-, pressure-, redundancy-, and bulk supply criteria must be compiled.

The report must have a section detailing the unit cost function for calculating the replacement/construction values of the assets, as well as the estimated costs for MP items.

Sewer planning/evaluation criteria and cost functions report

A report detailing all the adopted sewer flow-, velocity-, spare capacity-, and bulk sewer treatment criteria must be compiled.

The report must have a section detailing the unit cost function for calculating the replacement/construction values of the assets, as well as the estimated costs for MP items.

Individual bulk system, water zone and sewer drainage reports

A separate standardised MP report is required for each bulk system and distribution zone or drainage area in the future systems. The reports must be in PDF format and must contain at least:

- A text portion, describing the system, current deficiencies (including zonal boundary deficiencies) and spare capacities, and the gist of the MP requirements
- A table showing all present and future AADD's/PDDWF's supplied by the system
- A MP table with all MP items, their costs and implementation years
- A MP map, showing the study area of the system, and all MP items, on a base map backdrop

Upon request, up to 5 hardcopies of each PDF report must be produced.

4.11 SCHEMATIC REPRESENTATIONS OF EXISTING AND FUTURE SYSTEMS

In order to advance understanding of the configuration and operation of the existing and future water and sewer systems, GIS based schematic representations have to be compiled. Bulk pipelines and main reticulation lines (where justified) are to be represented by themed lines, showing proper interlinking and/or jumps. All other elements (reservoirs, PS, water towers, WTP's, WWTW's) are to be represented by symbols, for which a specification will be provided to the successful tenderer. All water distribution zones and drainage areas, and their linkage to the system elements, also have to be depicted on the schematic representation. Pertinent data of each pipeline, element and zone/drainage area (as per specification to be provided) has to be carried in the GIS database and annotated on the schematic display.

4.12 POSTING OF ALL INFORMATION TO THE IMQS MANAGEMENT INFORMATION SYSTEM

All the information associated with the models and MP's must be posted to the IMQS MIS, in accordance with the formats as required by IMQS, to allow display of the standard themes and query reports in IMQS. This includes inter alia:

- Cadastral base map
- Aerial photography
- Swift stands/meters database, linked to the cadastral base map (in order to allow theming of stands in IMQS)
- GIS shapefile/geodatabase of suburb category boundaries
- Swift suburb reports (linked to suburb shapefile/geodatabase to allow theming in IMQS)
- GIS shapefile/geodatabase of existing water system models
- Existing water models databases and results (linked to shapefile/geodatabase to allow theming in IMQS)
- GIS shapefile/geodatabase of existing water system appurtenant data
- GIS shapefile/geodatabase of existing bulk water meter locations
- Swift bulk meter database (linked to shapefile/geodatabase to allow theming in IMQS)
- GIS shapefile/geodatabase of existing water distribution zones
- Swift zonal reports (linked to shapefile/geodatabase to allow theming in IMQS)
- Existing water system plan book grid (shapefile/geodatabase) and linked PDF pages

- GIS shapefile/geodatabase of schematic representation of existing water distribution system
 - GIS shapefile/geodatabase of existing sewer system models
 - Existing sewer models databases and results (linked to shapefile/geodatabase to allow theming in IMQS)
 - GIS shapefile/geodatabase of existing sewer system appurtenant data
 - GIS shapefile/geodatabase of existing bulk sewer meter locations
 - GIS shapefile/geodatabase of existing sewer drainage areas
 - Existing sewer system plan book grid (shapefile/geodatabase) and linked PDF pages
 - GIS shapefile/geodatabase of schematic representation of existing sewer system
 - GIS shapefile/geodatabase of future development areas (SDF)
 - GIS shapefile/geodatabase of future (master plan) water system models
 - MP water models databases and results (linked to shapefile/geodatabase to allow theming in IMQS)
 - GIS shapefile/geodatabase of future water distribution zones
 - GIS shapefile/geodatabase of schematic representation of future water distribution system
 - All water MP reports (PDF format)
 - GIS shapefile/geodatabase of future (master plan) sewer system models
 - MP sewer models databases and results (linked to shapefile/geodatabase to allow theming in IMQS)
 - GIS shapefile/geodatabase of future sewer distribution zones
 - GIS shapefile/geodatabase of schematic representation of future water distribution system
 - All sewer MP reports (PDF format)
 - GIS shapefile/geodatabases of links between model elements and other databases (SCADA, Maintenance/Management) and data hosting websites (MyCity, ZedNet)
 - Any other relevant GIS shapefile/geodatabases and/or databases
- POSTING OF ALL INFORMATION TO THE IMQS MANAGEMENT INFORMATION SYSTEM

5 SCOPE OF WORKS (SECTION PRP1) – WATER/SEWER PIPE REPLACEMENT PRIORITISATION (PRP) MODELS AND ANALYSIS

5.1 PRP MODEL

A model is required in which the pipe replacement potential (PRP) or pipe assessment prioritisation (PAP) (where assessment is to be performed before replacement) for any one pipe in the water distribution model or sewer system model is assessed by combining two critical indices – the likelihood of failure (LoF) and consequence of failure (CoF).

These two indices are to be assessed for each pipe by an index value within a range of 1 to 5. Various independent factors contribute to each of these indices. The extent of the individual ranges can be varied in order to adjust the degree to which each independent factor influences the PRP.

The contributing factors are then to be totalled using various respective weights and normalized to give a total LoF or CoF index in the range of 1 to 5 respectively. A LoF% and CoF% must also be calculated with the ranked LoF and CoF values respectively (from high to low).

The total pipe replacement potential (PRP) must then be calculated for each pipe as an index:

- $PRP = LoF \times CoF$ (in the range of 1 to 25)

By calculating the product of the two indices the compound risk is assessed. Only if a pipe has a high likelihood of failure and a high risk for consequence of failure a high potential for replacement results. In addition the expected replacement cost for every pipe has to be calculated.

The output of the analysis must include a “weighted” RUL through applying appropriate algorithms and adjusting the catalogue RUL accordingly.

5.2 DATA TO BE USED

Model data

The model data must be exported from the hydraulic package (Wadiso, Sewsan) to the accepted format for the PRP software. The required model data includes physical properties, such as pipe length, pipe diameter, but also other captured data, such as pipe material, year of installation.

Hydraulic results

The required model data also includes hydraulic results such as peak flows, minimum and maximum pressures (the latter two only for water models), which are imported into the PRP software. For water pipes the Wadiso program must also be used to calculate the Network Redundancy of each pipe, an indication of how redundant any pipe is in the network.

Pipe maintenance data

Pipe maintenance data such as burst and blockage records must be added to the PRP data by processed exports from maintenance management datasets. In ideal cases pipe inspection results are also included. This information is to be added directly to the PRP GIS dataset.

Other spatial data

This includes data such as geological conditions, land use information and steep slope conditions. This information is to be added directly to the PRP GIS dataset.

The source data could have a granularity larger than that of one pipe (e.g. soil type could be defined for a whole area covering a selection of pipes). In this case contributing factors must be assessed by spreading the overall value onto the entities of smallest granularity, i.e. over the individual modelled pipes.

5.3 FACTORS TO BE CONSIDERED FOR LoF

The following factors (where relevant to the type of system) are to be considered as input data for the Likelihood of Failure (LoF):

- Nominal diameter
- Reserve water pressure ratio
- Static Pressure
- Remaining useful life
- MP item
- Leakage volume
- Material & Geology combination
- High corrosion potential for Steel Pipes
- Undesired Pipe Material

- Net Pressure (Static - Dynamic Pressure)
- Failure frequency
- Assessed condition

5.4 FACTORS TO BE CONSIDERED FOR CoF

The following factors are to be considered as input data for the Consequence of Failure (CoF):

- High cost to consumer due to high water pressure
- High cost to consumer due to flow
- Extended non-supply over time
- High repair cost
- Flooding due to road slope
- Strategic location
- Geology
- Network redundancy/pipe criticality on failure

5.5 WEIGHTINGS

All factors and their respective weights within each of the LoF and CoF indices are to be discussed and fine-tuned during workshops with technical and operational staff.

LoF weights are to be calibrated with burst data or other perceived risks to confirm correlation.

The relative weight between LoF and CoF must also be adapted to requirements workshopped with technical and operational staff.

5.6 ROLL-UP

Considering the PRP of pipes rolled up into collectives such as per suburb for the network/reticulation pipes is very useful for the purpose of replacement strategies. Often replacement projects are allocated per suburb and often all the pipes in a suburb have similar dates of installation.

Looking at the PRP of bulk pipes rolled up into collectives such as per separate reservoir or pumping systems can be useful, but most often lengths of bulk pipes need to be replaced on an individual basis.

Rollup into political regions is generally less useful as the regions are too big to be considered for one replacement project. It could however be useful for general budget purposes between regions.

The PRP must therefore be aggregated (rolled-up) in various ways to provide a pipe-length-weighted average, maximum or minimum for various collections, such as per:

- Suburbs (for network/reticulation pipes)
- System (for bulk systems per reservoir/pump system names)
- Zone (Reservoir/pump system names)

- Region (Larger political areas)

These rollup areas must be provided as polygons, and GIS operations are required to assign them to each pipe.

5.7 REPORTING

The PRP software has been developed to perform the required analysis. Results are to be reported in the embedded GIS system per pipe which also allows inspection by table or graphical format.

The table of pipes in the model must be sorted in order of decreasing PRP and a ranking PRP% from 100% to 0% displayed. The pipes with the highest replacement potential must be rendered graphically and the associated total replacement cost determined. Similar tables must be produced for the adjusted RUL.

Results must also be rendered and ranked per roll-up area, graphically and in table format.

5.8 POSTING OF ALL INFORMATION TO THE IMQS MANAGEMENT INFORMATION SYSTEM

All the information associated with the PRP analysis must be posted to the IMQS MIS, in accordance with the formats as required by IMQS, to allow display of the standard themes and query reports in IMQS.

6 SCOPE OF WORKS (SECTION CSW1) – SOFTWARE PRODUCTS

6.1 GLS SOFTWARE PRODUCTS

The latest versions (Ver. 6) of the following software must be provided and installed on designated servers and local machines:

- Wadiso (Water distribution system analysis and optimisation) – 1 x licences (in place)
- Sewsan (Sewer system analysis) – 1 x licences (in place)
- Swift (Sewer/Water interface to financial/treasury data) – 1 x licences
- Water/Sewer PRP (Pipe replacement prioritisation) – 1 x licences

6.2 IMQS MODULES

The latest versions (Ver. 8) of the following IMQS modules must be provided and installed on designated servers and local machines:

- Water module (in place)
- Sewer module (in place)
- Swift module (in place)

- Water/Sewer PRP module

6.3 TENDERER COPIES OF SOFTWARE

The successful tenderer must prove possession of own copies of the software, of sufficient capacity (size) as outlined, in order to allow execution of the project.

6.4 SEPARATE LICENCING AND SMA AGREEMENTS WITH SOFTWARE VENDORS

CoM may opt to enter into separate licencing and software maintenance agreements (SMA's) with the software vendors. Payment for software purchases and SMA's is however provisionally included in this tender.

7 SCOPE OF WORKS (SECTION BUR1) – BUREAU-TYPE CONTINUOUS MAINTENANCE OF THE MODELS, MP'S, PRP.

7.1 BUREAU CONTRACT

After successful compilation/updating of the models, MP's, PMS, PRP analyses, ERRP analysis and posting of all information to the IMQS MIS, it is required of the successful tenderer to enter into a bureau-type maintenance agreement with a view to maintaining the system.

Updates that will be required by the bureau, in accordance with the specifications provided in this tender, are:

7.2 SWIFT (Water and Electricity)

Updates:

- Quarterly analysis of individual billing and bulk meter records
- Quarterly reporting on per suburb statistics
- Quarterly calculation of and reporting on per zone statistics
- Quarterly calculation of and reporting on per zone water loss statistics
- Quarterly changes/additions to suburb GIS shapefile/geodatabase
- Annual analysis of water tariffs to meet water target income

7.3 WATER/SWIFT

Updates:

- Annual updates of existing water system models with latest as-built/plan book/ operations info
- Annual updates of the existing water distribution zone GIS shapefile/geodatabase

- Annual updates of the link between Swift records and existing water model nodes
- Annual updates of relevant water plan book pages
- Annual updates of the SDF shapefile/geodatabase
- Annual updates of the water MP models
- Annual updates of the future water distribution zone GIS shapefile/geodatabase
- Annual updates of the water MP reports
- Annual compilation/update of the Water Technical Asset register to serve as basis for the Water Financial Asset Register

7.4 SEWER/SWIFT

Updates:

- Annual updates of existing sewer system models with latest as-built/plan book/ operations info
- Annual updates of the existing sewer drainage area GIS shapefile/geodatabase
- Annual updates of the link between Swift records and existing sewer model nodes
- Annual updates of relevant sewer plan book pages
- Annual updates of the sewer MP models
- Annual updates of the future sewer drainage area GIS shapefile/geodatabase
- Annual updates of the sewer MP reports
- Annual compilation/update of the Sewer Technical Asset register to serve as basis for the Sewer Financial Asset Register
- Annual updates of the stormwater ingress analysis

7.5 ELECTRICITY/SWIFT

Updates:

- Six-monthly updates of existing energy & electricity system models with latest as-built/plan book/ operations info
- Six-monthly updates of the existing electricity distribution zone GIS shapefile/geodatabase
- Six-monthly updates of the link between Swift records and existing electricity model junctions
- Six-monthly updates of relevant electricity plan book pages
- Six-monthly updates of the SDF shapefile/geodatabase
- Six-monthly updates of the electricity MP models
- Six-monthly updates of the future electricity distribution zone GIS shapefile/geodatabase
- Six-monthly updates of the electricity MP reports
- Annual compilation/update of the Electricity Technical Asset register to serve as basis for the Electricity Financial Asset Register

7.6 PRP

Updates:

- Annual update of PRP source data
- Annual update of PRP result dataset for display in PRP program or export to IMQS

- Annual update of PRP report with key findings and recommendations

7.7 IMQS

Updates:

- Monthly posting of all base map and other updated background data to IMQS
- Quarterly posting of latest Swift and bulk meter data to IMQS
- Quarterly posting of latest suburb GIS shapefile/geodatabase to IMQS
- Six-monthly posting of all water system related information and shapefile/geodatabases to IMQS
- Six-monthly posting of all sewer system related information and shapefile/geodatabases to IMQS

8 SCOPE OF WORKS (SECTION CSW2) – ANNUAL SOFTWARE MAINTENANCE (SMA) CONTRACTS AND TRAINING

8.1 SOFTWARE PRODUCTS

The annual SMA contracts for the following software must be maintained:

- Wadiso (Water distribution system analysis and optimisation) – 1 x licences
- Sewsan (Sewer system analysis) – 1 x licences
- Swift (Sewer/Water interface to financial/treasury data) – 1 x licences
- Water/Sewer PRP (Pipe replacement prioritisation) – 1 x licences

8.2 IMQS MODULES

The annual SMA contracts for the following IMQS modules must be maintained:

- Water module
- Sewer module
- Swift module
- Water/Sewer PRP modules
- Web hosting for all of the above

8.3 TENDERER COPIES OF SOFTWARE

The successful tenderer will have to prove annual maintenance of the SMA's on own copies of the software, of sufficient capacity (size) as outlined, in order to allow continued execution of the project.

8.4 SEPARATE LICENCING AND SMA AGREEMENTS WITH SOFTWARE VENDORS

CoM may opt to enter into separate licencing and software maintenance agreements (SMA's) with the software vendors. Payment for software purchases and SMA's is however provisionally included in this tender.

8.5 SOFTWARE TRAINING AND TECHNICAL SUPPORT

The successful tenderer will be required to provide individual and group training in all aspects of the software and systems, as well as for technical support.

On-site technical support will typically be dealt with by separate agreement with the software vendors, but assistance of the successful tenderer may be required from time-to-time.

Hourly rates must therefore be provided in the Pricing Schedule for group training, individual training, and on-site technical support.

9 SCOPE OF WORKS (SECTION GT1) – GENERAL TASKS REQUIRED

During the course of the project or in its bureau-type maintenance period, additional related services might from time-to-time be required. For this, the full scope of personnel involved in the project must be available at short notice, and at hourly rates to be tendered in the pricing schedule. In addition, services of external specialist consultants may have to be sourced.

The following tasks have been identified and provision is made in the pricing schedule for PC items. Further discussions, task definitions and pricing will be required before any of these tasks are instructed by CoM in writing.

10 SCOPE OF WORKS (SECTION PMT1) – PROJECT TEAM AND MANAGEMENT

The project team must be led by a registered professional civil engineer with at least 10y - 15y experience in the modelling and planning of water and/or electricity systems. The team must include at least one more each of a senior civil engineer for water and sewer, two junior civil engineers, two civil technologists, a civil technician, two GIS/database specialists, two CAD operators. Full CV's of all team members must be provided.

It is intended to establish a project steering committee, consisting of the team leader, a team engineer, and representatives from the CoM. This committee will be required to meet once a month or at an interval as agreed upon to track progress on the project.

Quarterly two day technical workshop meetings focusing on technical aspects, model results and any refinements that need to be carried out must be scheduled. These meetings will then coincide with the monthly progress meetings.

A full GANT T diagram of all the tasks must be prepared by the tenderer, indicating the time to completion of the various individual tasks as well as the overall project.

The project targets will be identified and agreed upon at the inception meeting, based on the tendered rates and the program that has been prepared by the appointed service provider.

This is a 36 month project, and the tendered rates will apply as per the price schedule.

11. ESCALATION

The tendered rates and prices will be fixed for the entire 36 months.

CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	<p>a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008</p> <p>b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984</p> <p>NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.</p>	Has the bidders attached a valid company registration document in line with the applicable legislation?	YES
2.	Company Profile	<p>a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”</p>	Has the bidder attached a company profile and its experience is relevant to add value on this project?	N/A
3.	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank)ex officio: RSA</p> <p>Date: Place</p> <p>.....</p> <p>Business Address:</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature Full Names</p> </div>	Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.	YES

		NB: All certified copies must NOT exceed three months and be originally certified.		
4.	Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.	a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.	Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?	YES
5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).	YES
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).	a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate. b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a	Is the copy B-BBEE Certificate valid? Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid? If the tendering entity is a JV / Consortium / Large company, has the bidder	YES

		<p>registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) 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.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BBEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p> <p>I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?</p>	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and losses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	YES
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	YES
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	YES

		Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Alignment of addresses must be as per special conditions in the tender document.		
10.	<p>Forging of documents/certificates</p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders.</p> <p>Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>"any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official"</i>.</p> <p>Section 34(2) of the same Act stipulates that: <i>"subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence"</i>.</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act?</p> <p>NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	YES
11.	Copy of Public Liability insurance / Professional Indemnity. Only registered and authorized financial service providers will be accepted.	a) Public liability insurance / Professional Indemnity (PI) may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance / PI from a registered financial institution?	YES
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted. 	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	YES
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	YES

14.	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?</p>	YES
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	<p>a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.</p>	<p>If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?</p>	YES