

AMAJUBA DISTRICT MUNICIPALITY



BID DOCUMENT

TENDER No.: T2025/08

PROFESSIONAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY PIPELINE AND PUMPING STATION

CLOSING DATE & TIME: Wednesday, 09 July 2025@12h00 noon

COMPULSORY TENDER MEETING: Friday, 20 June 2025 @ 10:00 am

Documents to be addressed to the Acting Municipal Manager and deposited into the Tender Box situated in the reception area at Amajuba District Offices, B 9356 Main Road, Madadeni, Newcastle

SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
Contact Person:	
E-mail Address:	
Telephone Number:	()Code
Fax Number:	()Code
Physical Address:	
Postal Address:	

NOTE:

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this Tender, including the physical aspects of working areas, and by the submission of a Tender, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

For bidding enquiries kindly contact Mr Sabelo Zulu on 034 - 3297200 or by email: sabeloz@amajuba.gov.za of the SCM Unit, and for technical enquiries kindly contact Mr Sanele Dube on 034-329 7200 or by email: saneledu@amajuba.gov.za.

Tender Notice and Invitation to Tender

AMAJUBA DISTRICT MUNICIPALITY

INVITATION TO BID

BID No.: T2025/08

PROFESSIONAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY PIPELINE AND PUMPING STATION

Bids are hereby invited from Engineering Consultants. Bidders must be registered on the Central Supplier Database. The Amajuba District Municipality invites tenders from Engineering Consultants, experienced in bulk water supply projects to provide professional services for **THE CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY PIPELINE AND PUMPING STATION**. This project is in Dannhauser Local Municipality in north-western KwaZulu-Natal province. Bid documents with detailed information can be downloaded from these websites www.amajuba.gov.za / e tender.

This bid will be evaluated on price and functionality in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and Preferential Procurement Regulations of 2022 where 80/20 points system will be applied wherein 80 points are for price and 20 for specific goals. Bidders are required to submit original tax clearance or income tax reference number, security pin and TCC number. The tender validity period is 90 days after tender closing date.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification documentation
<u>HDI Points:</u> 1. Business owned more than 50% by black person. 2. Gender = Female 3. Youth 4. Disability <u>Specific goals:</u> 5. Promotion of business located within Amajuba District	5 5 2 3 5	1. CSD Report/ company registration certificate 2. ID copies/CSD report 3. ID copies/CSD report 4. Medical Certificate 5. Attached municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is not older than 3 months.

A Compulsory Clarification Meeting with the representatives of the employer will be held as follows:

Date: Friday, 20 June 2025

Time: 10h00

Venue: Amajuba District Municipality

Bidders failing to attend the compulsory clarification/site inspection will be disqualified.

Completed BID documents including all returnable documents in sealed envelopes endorsed **“BID NO: T2025/08 “PROFESSIONAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY PIPELINE AND PUMPING STATION”** must be deposited in the municipality’s tender box located at the Reception of Amajuba District Municipality, B 9356 Main Street, Section 1, Madadeni, 2951; after which all bids received will be opened in public. No late bids submitted after the closing date and time will be accepted. Bid envelopes that are not sealed and clearly marked will not be considered. The Amajuba District Municipality is not obliged to accept the lowest or any bid.

For bidding enquiries kindly contact **Mr Sabelo Zulu** on **034 - 3297200** or by email sabeloz@amajuba.gov.za of the SCM Unit, and for technical enquiries kindly contact **Mr Sanele Dube** on **034-329 7200** or by email saneledu@amajuba.gov.za.

.....
Closing Date: Wednesday, 9 July 2025 @12h00 noon

MR T.S BUTHELEZI
ACTING MUNICIPAL MANAGER



1. SUBMISSION DATA

The conditions applicable to this call for project proposals of tender are the Standard Conditions.

The Standard Conditions for the calling for Project Proposals make several references to the Submission Data for details that apply specifically to this submission.

2. REQUIREMENTS

Only bidders registered with Consultant Engineering South Africa are eligible to bid.

3. RETURNABLE DOCUMENTS

- Certified ID copies of all members/directors of company or sole proprietor
- Bank details (together with an original cancelled cheque/ bank stamp or original letter from financial institution)
- All Municipal Bid Documents (MBD) must be completed and returned, where applicable.
- Copy of CSD (Central Supplier Database).
- Copy of company registration documents.
- For Joint Venture Agreements, attach the CK's of each of the joint venture members (if applicable)
- ID(s) copies of company director(s).
- Copy of current municipal account for all Director/s and Company, not owing more than 90 days or copy of lease agreement from the relevant leasing authority. If the business is operated from the residence of one of the Director/s, an original affidavit, certified, must be submitted stating the address of the premises from your local SAPS office. In a case where the directors are not liable for the payment of rates/taxes, an affidavit commissioned by SAPS stating that the director is not liable for the payment of rates must be submitted. In case the director does not own property/is a tenant, leasing agreement should be submitted to confirm the place of residence. Tenders who are not registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address, accompanied by an affidavit commissioned by SAPS.
- If the bidder's place of work or the address is located in rural settlement under traditional council, the bidder must submit the proof of resident certified by the traditional council leader and proof of resident certified by ward councillor.
- Printed copy of SARS Tax Pin for further verification.
- Completed and signed Municipal Bidding Document attached to the tender document.

Bids will be adjudicated in terms of the Council Supply Chain Management Policy on the 80/20 Preferential Point System. It is therefore compulsory that the municipal tender document be used. Amajuba District Municipality is not bound to accept the lowest or any quote

The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for Project Proposal.

Each item of data given below is cross-referenced to the clause in the Standard Conditions for the calling a project proposal.

Clause number Submission Data

H.1	Amajuba District Municipality
H1.2	The documents associated with the calling for Project Proposal issued

Part E.1: Submission Procedures

Invitation and notice for submissions of the project proposal

Submission data

C1 CONTRACT DATA

C1.1 CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board.

In this document the word “Consultant” has been replaced with “Consulting Engineer”. The word “Employer” (and all its derivatives) is replaced by the word “Client”, except where reference is being made to the term Employers Agent and Employer’s Agent Representative as per the provisions of the General Conditions of Contract (GCC), 2015 and the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020 edition).

C1.2.2 DATA PROVIDED BY THE EMPLOYER

Clause	Data
1	The Client is the Amajuba District Municipality Address: Amajuba Building, Section 1, Madadeni, Newcastle, 2940 Telephone: 034 329 7200
	The authorised and designated representative of the Client is: Name: Sanele Dube
	The address of receipt of communication is: Address: Amajuba Building, Section 1, madadeni, Newcastle, 2940 Fax No.: 034 314 3785 E-mail: saneledu@amajuba.gov.za Telephone: 034 329 7200
	The contract is for the provision of consulting engineering services for the Construction Of New Durnacol Bulk Raw Water Supply Pipeline And Pumping Station.
	The Period of Performance is 36 Months plus defect liability period (12Months).
	The Start Date will be date of the last party signing this agreement and terminate 12 months plus defect liability period (12Months) thereafter.

3.4.1	Communication by e-mail is permitted.
3.5	The location for the performance of the Project is in the town of Dannhauser in the northwest of KwaZulu-Natal.
3.6	The Consulting Engineer may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data
3.12.1	The penalty for delay payable is R 10 000.00 per day subject to a maximum amount of R 3 650 000.00
3.15.1	The programme shall be submitted within 7 Days of the award of the contract.

Clause	Data
3.15.2	The Consulting Engineer shall update the programme at intervals not exceeding 12 Weeks.
4.3.1(d)	The Consulting Engineer is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Consulting Engineer is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule.
5.4.1	The Consulting Engineer is required to provide the following insurances: 1. Insurance against Professional Indemnity Cover is: R20 000 000-00 Period of cover: Duration of Contract inclusive of the duration of the Design Period as agreed upon during the Design Development Stage. 2. Insurance against: Third Party Indemnity Cover is: R10 000 000-00 Period of cover: Duration of Contract 3. Insurance against: General Public Indemnity Cover is: R10 000 000-00
5.5	The Consulting Engineer is required to obtain the Client's prior approval in writing before taking any of the following actions: 1. Appointment of sub-contractors for the performance of services 2. Appointing Key Persons not listed by name in the Contract Data 3. Any other work not as specified in the Scope of Works
7.2	The Consulting Engineer is required to provide personnel in accordance with the provisions of Clause 7.2.1 to Clause 7.2.4 and to complete the Personnel Schedule.
8.1	The Consulting Engineer is to commence the performance of the Services within 30 Days of date that the Contract becomes effective.
8.2.1	Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the contract shall be concluded when the 12 Months plus defect liability (12 Months) contract period has lapsed.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 2 years.
9.1	Copyright of documents prepared for the Project shall be vested with the Client
11.1	A Consulting Engineer may subcontract any work which he has the skill and competency to perform.
12.1	Interim settlement of disputes is to be by adjudication.
12.4	Final settlement is by arbitration.
12.3.3	The adjudicator is the person appointed by the Adjudicators Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

Clause	Data
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator must be nominated by the Kwa-Zulu Natal Society of Advocates.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R10 000 000-00.
13.4	Neither the Client nor the Consulting Engineer is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 3 months from the date of termination or completion of the Contract.
13.6	The provisions of 15.6 do not apply to the Contract.
15	Payment of compliant and approved invoices to be paid within 30 days.
	The additional conditions of Contract are as sated in the Scope of Works and Pricing Data.
XX.1	The successful tenderer will be appointed at risk. Payment of the successful tenderer, for work done, will be made upon the successful securing of funding by the tenderer.

C1.2.3 DATA PROVIDED BY THE SERVICE PROVIDER

[illegible]

C1.3 GREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT is made between Amajuba District Municipality.

(hereinafter called the CLIENT) of the one part, herein represented by:

.....
in his capacity as:

AND:
(hereinafter called the CONSULTING ENGINEER) of the other part, herein represented by:

in his capacity as:
duly authorised to sign on behalf of the Consulting Engineer.

WHEREAS the CONSULTING ENGINEER is the Mandatary of the CLIENT in consequence of an agreement between the CONSULTING ENGINEER and the CLIENT in respect of:

The Construction Of New Durnacol Bulk Raw Water Supply Pipeline And Pumping Station for the investigations, designs, production of contract documentation, construction monitoring and project management of the Works;

AND WHEREAS the CLIENT and the CONSULTING ENGINEER have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONSULTING ENGINEER undertakes to acquaint the appropriate officials and employees of the CONSULTING ENGINEER with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONSULTING ENGINEER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the CLIENT have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONSULTING ENGINEER, his officials and employees. The CONSULTING ENGINEER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONSULTING ENGINEER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONSULTING ENGINEER expressly absolves the CLIENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONSULTING ENGINEER agrees that any duly authorized officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONSULTING ENGINEER has complied with his undertakings as more fully set out in paragraphs

1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONSULTING ENGINEER, or to take such steps the CLIENT may deem necessary to remedy the default of the CONSULTING ENGINEER at the cost of the CONSULTING ENGINEER.

5. The CONSULTING ENGINEER shall be obliged to report forthwith to the CLIENT any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CLIENT**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.
 2.

Thus signed at for and on behalf of the **CONSULTING ENGINEER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.
 2.

FUNCTIONALITY

Bidders that score less than **80 points** on functionality will not be considered for further evaluation.

DETAILED BREAKDOWN OF QUALITY POINTS			
Criteria	Maximum Points	Sub-criteria	Allocation of points
1. Qualifications and demonstrated relevant experience & key personnel	30	Qualifications and demonstrated relevant experience of key Personnel assigned to the project and in the Direct and <u>Permanently Employed by the Company</u> . <u>Certified Qualifications and detailed CV must be submitted</u>	
		Above Ten ECSA registered Professional Civil Engineer/Technologist with +10 years' experience.	30
		From One to Nine ECSA registered Professional Civil Engineer/Technologist with +10 years' experience.	20
		Project Supervisor with NQF 7 to develop and Promote Labour Intensive Construction Strategies.	10
2. Availability of fully established and equipped office within Amajuba (Attach Utility bill with company's details.)	10	Availability of fully established and equipped office within Amajuba DM area.	10
		To be established within 6 months after contract award – letter of undertaking / Lease Agreement to be attached.	5
3. Demonstrated experience of Tender-experience relating to planning, Design, and implementation bulk water infrastructure projects	30	Demonstrated experience of Tenderer – Experience relating to development of business plan, planning, design and implementation of bulk water infrastructure projects.	
		List of bulk water infrastructure projects undertaken successfully with a letter of appointment, completion certificates and reference letter on the client letterhead to value of R100 Million and above within the (10) years – 5 projects (contactable references to be provided).	30
		List of bulk water infrastructure projects undertaken successfully with a letter of appointment, completion certificates and reference letter on the client letterhead to value between R50 Million – R99.9 Million within the last (10) years – 5 projects (contactable references to be provided).	20

4. Quality management system	15	Quality management system	
		- ISO 9001 certified quality management system. - Quality management system in place	15 10
5. Transfer skills and Engineering Capacitation	5	Transfer skills and ADM Engineering Department Capacitation - A letter of undertaking signed by the Professional Engineer / Technologist. - No letter submitted. Note: (i) The Employer will use these term contracts to pave entry for emerging service providers and entities owned and managed by historically disadvantage individuals therefore the appointed bidder will be expected to assist the local sub- consultants. (ii) The bidder will be expected to empower the Employer's selected engineering staff to ensure that they are able to register with a recognized professional body which may include ECSA and South African Council for the Project and Construction Management Professions (SACPCMP).	5 0
6. Professional liability insurance	10	Professional Liability Insurance (PI) - R30m PI cover - No PI insurance	10 0

The onus rests with the Tenderer to supply sufficient information (**certified certificates**) to allow for evaluation and award of points detailed above.

Item no.	Description	Points
1	Qualifications and demonstrated relevant experience & key personnel	30
2	Availability of fully established and equipped office within Newcastle	10
3	Demonstrated experience of Tender- experience relating to planning, design and implementation of water reticulation.	30
4	Quality management system (ISO 9001 Certificate)	15
5	Transfer skills and Engineering Capacitation	5
6	Professional liability insurance	10
TOTAL POINTS		100

PART C2: PRICING DATA

TABLE OF CONTENTS

C2.1 PRICING INSTRUCTION	16
C2.2 PRICING SCHEDULE	18
C2.2.1 SCHEDULE OF PRICING	19
C2.2.2 SUMMARY OF PRICING SCHEDULE	21

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

- C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.
- | | |
|------------------|--|
| Unit: | The unit of measurement for each item of work as defined in the Scope of Works. |
| Quantity: | The number of units of work for each item. |
| Rate: | The payment per unit of work for which the Service Provider tenders to do the work. |
| Amount: | The product of the quantity and the rate tendered for an item. |
| Provisional Sum: | An amount allowed for in the Pricing Schedule, for which the quantity of work is not known. |
| Prime Cost: | Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services. |
- C2.1.2 The quantities provided by the Client in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.
The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.
- C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.
- C2.1.4 The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.
The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.
The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.
- C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

- C2.1.6 Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:
- The prices or rates shall be fixed for the first 36-month period determined from the tender base date and no change during this period will be allowed for escalation.
-
- On the 36-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 36- month period. Subsequent 36-month periods shall be dealt with on the same basis.
 - Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 36-month anniversary date and shall not be applicable to any progress payments already claimed.
 - Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.
- C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.
- C2.1.8 Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Client's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Client shall have instructed.
- For each Sum, the Client may instruct equipment, materials or services to be procured by the Service Provider in accordance with the Client's policies, and for which there shall be included in the Contract Price:
- The actual amounts paid (or due to be paid) by the Service Provider under the Sum, and
 - An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.
- The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.
- Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.
- C2.1.9. Subject to the conditions stated in Clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totaled pricing schedule, the rates and the lump sums will be regarded as being correct, and the Client shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Client shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions and the tender sum.
- C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Client, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Client to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents.

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

C2.2 PRICING SCHEDULE

The pricing schedule makes reference to the latest ECSA guidelines.

Note: *The Amount under each ECSA stages will be paid upon completion and acceptance by the Client of each deliverable provided on that specific stage.*

- **PREAMBLE TO THE SCHEDULE OF PRICES**

1. The prices and rates to be inserted in the schedule of prices are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
2. A price or rate is to be entered against each item in the schedule of prices, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.
3. Except where a rate only is required, the tendered price for each scheduled item is to be inserted in the "Amount" column. The total tendered price is to be inserted in the Summary of the schedule of prices.
4. Arithmetical errors in the schedule of prices will be corrected in accordance with Clause F3.9 of the Conditions of Tender.

The Tenderer shall price each item in the schedule of prices in **BLACK INK**.

C2.2.1 SCHEDULE OF PRICES

Item	Description	Unit	Quantity (Estimate)	Rate / Fee %	Amount (R)
1	Normal Fee Services				
(a)	Percentage Fee based on the cost of works which includes Design Development, Documentation and Procurement, Contract Administration, and Inspection and Close out.	Prov sum	R300 000 000.00		
TOTAL CARRIED FORWARD TO SUMMARY =					
2	Contract Administration and Monitoring				
(a)	Office/Design Team				
	i) Project Lead (Category B)	Month	24		
	ii) Lead Design Engineer (Category C)	Month	24		
	iii) Project Engineer / Technician (Category D)	Month	24		
	Disbursement for Office Personnel				
(b)	(i) Travel Accommodation	Month	24		
	Establishment of supervisory personnel on site				
(c)	Construction Monitoring team				
	i) Employers Agent (Category B)	Month	24		
	ii) Employers Agent Representative (Category C)	Month	24		
	iii) Site Engineer / Technician (Category D)	Month	24		
	Disbursements for Site Personnel				
(d)	(i) Living Accommodation and Meals	Month	24		
(e)	(i) Travel Accommodation	Month	24		
TOTAL CARRIED FORWARD TO SUMMARY =					
3	General Disbursements				
(a)	Topographical Survey	No	1		
(b)	Geotechnical / Laboratory services	No	1		
(c)	Environmental Impact Assessment	No	1		
(d)	Health and Safety Consultant	No	1		
TOTAL CARRIED FORWARD TO SUMMARY =					

C2.2.2 SUMMARY OF PRICING SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Normal Fee Services	
2	Contract Administration and Monitoring	
3	General Disbursements	
SUBTOTAL 1 =		
10 % CONTIGENCIES =		
SUBTOTAL 2 =		
15 % VAT =		
TOTAL (Carried forward to form of offer) =		

SIGNED BY TENDERER:

Part E.2

Scope of works

The scope for this project is defined as follows:

The project is: **The Construction Of New Durnacol Bulk Raw Water Supply Pipeline And Pumping Station**. The Professional Service Provider is required to provide professional consulting services relating to the design and supervision The Construction Of New Durnacol Bulk Raw Water Supply Pipeline And Pumping Station.

The construction monitoring service shall be for the duration of the works contract.

The services required of the service Provider are divided into the following Stages:

1. STAGE 1: Initiation or Prefeasibility Report

Defines project objectives, needs, acceptance criteria, organisation's priorities and aspirations, procurement strategies, and which sets out the basis for the development of the Concept Report.

Stage 1 is complete when the Initiation Report or Prefeasibility Report is approved.

2. STAGE 2: Concept or Feasibility Report

Document the initial design criteria, cost plan, design options and the selection of the preferred design option, or the methods and procedures required to maintain the condition of infrastructure for the project.

Stage 2 is complete when the Concept Report or the Feasibility Report is approved.

3. STAGE 3: Design Development Report

This stage includes the following phases

- o Concept
- o Preliminary
- o Detailed design

A design development report which develops in detail the approved concept to finalize the design and definition criteria, sets out the integrated developed design, and contains the cost plan and schedule for one or more packages.

Stage 3 is complete when the Design Development Report is approved.

4. STAGE 4: Design Documentation Report

This stage includes the following

- a. Tender Documentation.
- b. Technical Report

Production information which provides the detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction (where the contractor is able to build directly from the information prepared) or the production of manufacturing and installation information for construction.

Stage 4 is complete when the Design Documentation Report is approved.

5. STAGE 5: Contract Administration and Inspection

This stage is works stage which includes but not limited to Construction monitoring and deliverable is Completed works which are capable of being occupied or used by public road users.

Stage 5 is complete when the Works Completion Report is approved.

6. STAGE 6: Handover

Finalise and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished or maintained.

Stage 6 is complete when the Handover/Record Information Report is approved.

7. STAGE 7: Close-Out

Works with notified defects corrected, final account settled, and the close-out report issued.

Stage 7 is complete when the Close-out Report is approved.

8. Additional duties, Special Services and Specialist Advice.

- a. Survey
- b. Geotechnical/ Laboratories Services
- c. Environmental Consultant
- d. Health and safety Consultant
- e. Supervision

The indicative scope of work of the appointed Professional Service Provider (PSP) will be as follows:

1. Upgrade of Ntshingwayo Dam pumping station (3 x 400 kw Pumps)
2. 700mm NB steel or GRP rising main 13 000m long from Ntshingwayo Dam to Durnacol water treatment plant

Physical Design Considerations

Specific considerations will be given to the following physical design aspects;

1. Pump stations:
 - Pump stations to be of masonry type with reinforced concrete roofs
 - Environmental consideration for sound proofing/ acoustic hoods
 - Pump house sizing / footprint to be reduced on steep terrain, to limit cut /fill.
 - Accessibility for operation and maintenance purposes.
 - Telemetry monitoring and control systems for improved management
 - Security gates, fencing, lockable manhole covers retractable ladders for improved security (high residual/scrap value materials will be avoided, and preference given to materials such as GRP and polymer concrete)
 - All chambers and headwalls to be vermin proofed.
 - All electrical equipment and instrumentation to be min IP65 compliant.

- All electrical equipment within reservoirs/chambers to be IP 68 compliant.
- Where steel tanks/reservoirs are required, to be covered with a natural epoxy based coloured paint/polyurethane coating to prevent reflection.
- Pump suction pipeline max velocity of 0.8m/s, designed with a min 1m flooded suction.
- All structures to be protected against lightning damage with earthing mats etc.
- All pump mechanical & electrical equipment to be protected with low flow/no flow switches, reservoir level probes/control valves/pressure switches, current window comparators.
- Transient surge protection will be provided on a case by case basis, but predominantly in the form of strategically placed 3 stage air-valves, non-return valves and pressure relief valves.
- Pump motors to be controlled through variable speed drives, to reduce start up and stop thrust, to meet peaks and demand growth and to provide better pump/motor efficiency.

2. Bulk Pipelines

- For ease of maintenance and environmental consideration pipeline routes will follow existing roads and tracks where viable.
- Pipelines to be buried to prevent damage from veld-fires and vandalism.
- Where pipes are installed above ground, to be on concrete plinths with fire retardant EDPM seals, with lockable vandal proof valve housings.
- All scour outlets will be vermin proofed and valves will be sized/designed to limit erosion, and to meet air valve air-intake in burst scenario.
- Sized on supply for 60 l /cap/day with bulk summer peak factor of 1.25, and 30% losses (5% bulk, 25% retic).
- Pipeline max velocity of 1.3m/s.
- Pipe Class: An allowance of 20% of the rated pressure has been made on uPVC pipes to cater for transient pressure conditions, and to counter the cyclic deterioration of the plastics.
- Consideration for negative pressures at critical high points in the rising main has been accounted for with the aid of 3 stage air valves to prevent vacuum pressure conditions.

Site Information

The centre of the project area is the town of Dannhauser, which is approximately 25 km northwest of Dundee, 18 km north of Glencoe and 33km south of Newcastle, in the north west of KwaZulu-Natal. The project falls within the Dannhauser Local Municipality, the water services authority is the Amajuba District Municipality. Figure 1 below shows the project locality and the areas which need to be serviced by this project.

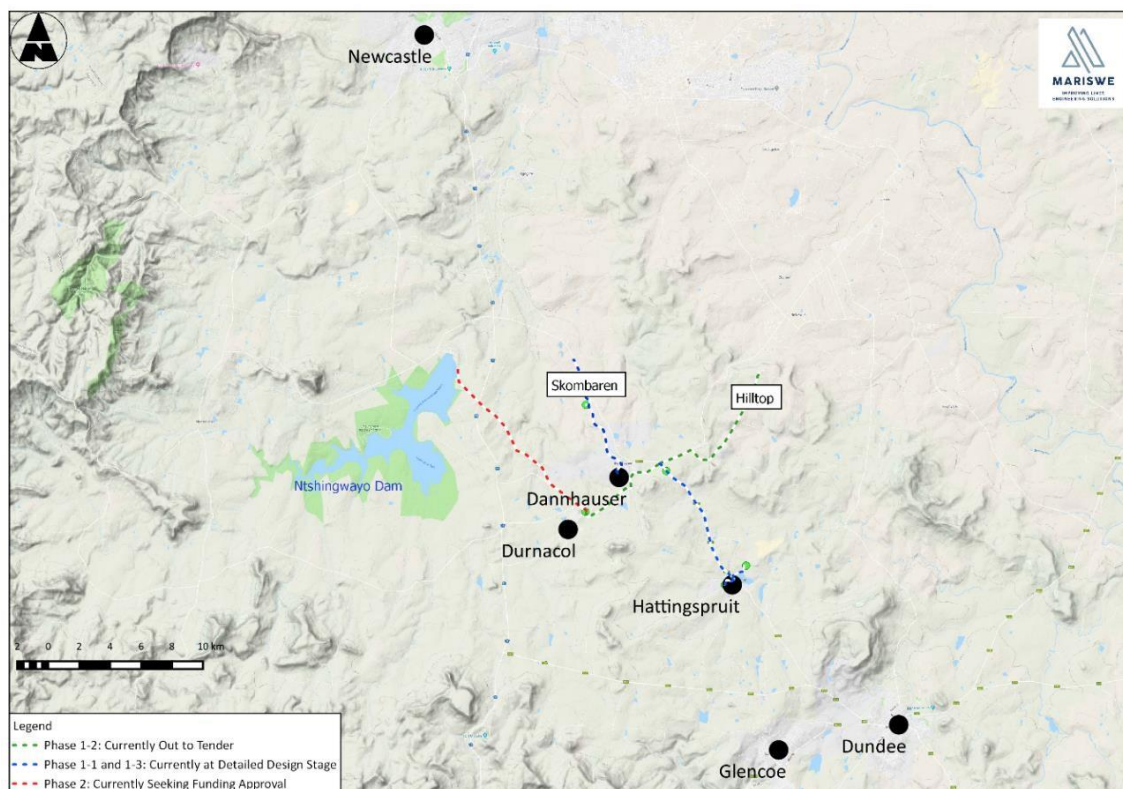


Figure 1: Project Locality Plan

Part E.4 CONTRACT PARTICIPATION GOALS

1. Objective

The objective of Amajuba District Municipality is to bring about meaningful transformation in the built environment construction industry through the following:

- ✓ Meaningful Economic Participation;
- ✓ Local Economic Development;
- ✓ Transfer of Technical, Management and Entrepreneurial Skills; and
- ✓ Creation of sustainable Large Black Enterprises

The Tenderer must select CPG partner from the Amajuba DM database of Professional Service Providers and/or as provided by Amajuba DM to a maximum of 30% of total price.

2. Contract Participation Goals

Contract Participation Goal (CPG) – the value of services and works paid to one or more targeted enterprise(s).

Amajuba District Municipality requires at least 30% Contract Participation Goals (CPG) of the value of services and works paid to one or more targeted enterprises to comply with the 2017 Regulations pertaining to the Preferential Procurement Policy Framework Act.

2.1 Contract Participation Goals List (CPG)

Bidders that fail to score the minimum functionality Score of 80 points will automatically be listed on the CPG list, Rotation of CPG Consultants listed will be implemented based on functionality points scored by the bidders, a hierarchy list from the highest to the lowest points will be compiled by Amajuba DM.

Bidders that score below a minimum of 50 points on functionality will not be listed on the CPG panel.

Amajuba DM will source 5 quotations from the list, starting with the first batch of 5 bidders (no 1-5), and same procedure will be followed for the next 5 bidders on the next project (no 6-10) etc, this will be done by distributing Terms of Reference for the required project, which will be prepared by the municipality and be given to CPG Consultants to submit their Business Proposals and the rates for pricing, thereafter an eligible service provider will be recommended to partner with the main professional Consultant appointed for that specific project.

3. Bid evaluation.

The bids will evaluate their submitted proposal, price and the functionality score card. Professional service providers are to submit their rates for pricing. Thereafter an eligible service provider will be appointed.

Professional service providers are to also submit certified Qualifications, professional registrations and detailed CVs of their key personnel (who are at the permanent employ of the professional service provider) which demonstrate experience for this particular scope of works.

TERMS OF REFERENCE APPROVED BY

MR T. SBUTHELEZI

ACTING MUNICIPAL MANAGER



**PART A
INVITATION TO BID**

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AMAJUBA DISTRICT MUNICIPALITY					
BID NUMBER:	T2025/08	CLOSING DATE:	09 JULY 2025	CLOSING TIME:	12h00 NOON
DESCRIPTION	PROFESSIONAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY PIPELINE AND PUMPING STATION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

RECEPTION AREA AT B9356, AMAJUBA ROAD, SECTION 1 MADADENI

B9356 AMAJUBA DISTRICT MUNICIPALITY BUILDING, SECTION 1, MADADENI, 2951

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS	☐	☐	☐	☐	☐
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		CONTACT PERSON	SANELE DUBE	
CONTACT PERSON	SABELO ZULU		TELEPHONE NUMBER	034 329 7200	
TELEPHONE NUMBER	034 329 7200		FACSIMILE NUMBER	034 314 3785	
FACSIMILE NUMBER	034 314 3785		E-MAIL ADDRESS	saneledu@amajuba.gov.za	
E-MAIL ADDRESS	sabeloz@amajuba.gov.za				



PART B

TERMS AND CONDITIONS FOR BIDDING - MBD 1

1. BID SUBMISSION:
2.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 2.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 2.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.4 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.5 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.6 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.7 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.8 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.9 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.10 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 3.3

PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....
Closing Time: **12H00 NOON**

Bid Number: T2025/08
Closing Date:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
------------	-------------	---

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
.....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....



MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing? * Delete if not applicable

*** YES / NO**

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

.....
.....

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

*** YES / NO**

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

- 2.2 If yes, provide particulars.

.....
.....
.....
.....

3 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

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any 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 STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

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

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

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

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);

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

1.2 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.

1.3 The maximum points for this tender are allocated as follows:

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

1.4 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.

1.5 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. FORMULA FOR PROCUREMENT OF SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = Price of lowest 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.
- 4.2. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification documents
HDI Points: 1. Business owned more than 50% by black person. 2. Disability 3. Youth 4. Gender = Female	5 3 2 5	1. Company registration certificate/ CSD report 2. Medical certificate 3. ID copies/CSD report
Specific goals points: 4. The promotion of enterprises located in Amajuba district within the KwaZulu-Natal Province	5	4. Municipal rates and taxes or municipal charges to the municipality/ CSD report
TOTAL POINTS CLAIMED	20	

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:	
	
	
	



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**T2025/08: PROFESSIONAL ENGINEERING SERVICES FOR THE
CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY
PIPELINE AND PUMPING STATION**

(Bid Number and Description)

in response to the invitation for the bid made by:

AMAJUBA DISTRICT MUNICIPALITY

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

I certify, on behalf of:.....that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....

Signature

.....

Date:

.....

Position :

Name of Bidder

TENDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY PIPELINE AND PUMPING STATION

TENDER NO. T2024/08

C1.1 FORM OF OFFER AND ACCEPTANCE OFFER

The purchaser, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of **The PROFESSIONAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY PIPELINE AND PUMPING STATION.**

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

By the representative of the 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.

PROFESSIONAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DURNACOL BULK RAW WATER SUPPLY PIPELINE AND PUMPING STATION

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

By the representative of the 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 process inclusive of Value Added Tax 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 the Conditions of Contract identified in the Contract Data.

Signature Date

Name Capacity

for the Tenderer
(Name and address of organization)

Witness.....
Name Signature Date

NOTE: THE FORM OF OFFER MUST BE COMPLETED CORRECTLY, SIGNED AND WITNESSED. FAILURE TO COMPLY WILL MEAN THAT NO OFFER HAS BEEN MADE AND THE TENDER WILL NOT BE FURTHER EVALUATED

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work.
Part C4 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 representative (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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.

Signature Date

Name Capacity

for the Employer
(Name and address of organization)

Witness:
Name Signature Date

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. **General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. **Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. **Use of** 5.1 The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection

therewith, to any person other **information; inspection.** than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in

confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

7. **Performance** 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

8. **Inspections,** 8.1 All pre-bidding testing will be for the account of the bidder.
1 **tests and**

analyses 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all

reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. **Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. **Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. **Incidental** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. **Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or

workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original

bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as

contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping 24.1 When, after the date of bid, provisional payments are required, or antiand countervailing dumping or countervailing duties are imposed, or the amount of a duties and rights provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or

for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination 26.1 The purchaser may at any time terminate the contract by giving written for insolvency notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to

the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of 27.1 If any dispute or difference of any kind whatsoever arises between the Disputes purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute

or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or

to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

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

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

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

33. National ~~Ind~~Participation (NIP) Programme

34 Prohibition of Restrictive practices

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

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a purchaser's country.

decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

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Signature

.....
Date:

.....
Position :

Name of Bidder

