

NAMA KHOI LOCAL MUNICIPALITY



FORMAL TENDER: BID/NC062/18/2022-2023

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS
FOR THE PROVISION OF VARIOUS PROFESSIONAL
SERVICES TO NAMA KHOI MUNICIPALITY FOR A PERIOD
OF 36 MONTHS.**

ISSUED BY:
NAMA KHOI LOCAL MUNICIPALITY
4 NAMAKWA STREET
SPRINGBOK
8240

TEL: 027 718 8100
FAX: 027 712 1635

.....
NAME OF TENDERER

FORMAL TENDER BID/NC062/18/2022-2023

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF VARIOUS PROFESSIONAL SERVICES TO NAMA KHOIMUNICIPALITY FOR A PERIOD OF 36 MONTHS.

FLY SHEET

NAME OF TENDERER :

STREET ADDRESS :
.....
.....

P. O. BOX NUMBER :

TELEPHONE NUMBER :

FAX NUMBER :

CONTACT PERSON :

CELLPHONE NUMBER :

EMAIL ADDRESS :

CSD REGISTRATION NO. :

TENDER AMOUNT (INCL. VAT) :

IMPORTANT TENDER INFORMATION:

1. This tender is divided into two categories/ section. These two categories are as follows:
 - 1.1. Category A: Provision of Professional Civil and Electrical Engineering Services;
 - 1.2. Category B: Provision of Technical Accounting Support.
2. Tenderers should only complete the category they are tendering for and ignore the other category. The rest of the tender should also be completed.
3. Tenders will be evaluated per specific category / section.
4. Panels will be appointed for both categories.
5. Please complete the following table:

INDICATE WITH AN “X” THE CATEGORY OF SERVICES WHICH YOU ARE TENDERING FOR. THE CATEGORY FOR CIVIL AND ELECTRICAL ENGINEERING SERVICES CONSISTS OF FIVE (9) SUB CATEGORIES. THEREFORE, BIDDERS INTERESTED IN CATEGORY A MAY SELECT MORE THAN ONE CATEGORY.

CATEGORY A: PROVISION OF PROFESSIONAL CIVIL AND ELECTRICAL ENGINEERING SERVICES.		MARK WITH AN “X”
1	Engineering Services Support	
2	Water & Waste Water Treatment	
3	Bulk Water Supply & Sewer Systems	
4	Electrical Engineering Services	
5	Urban Engineering	
6	Architecture (All types)	
7	Town Planning and related services	
8	Geo-technical services and studies	
9	Environmental studies	
CATEGORY B: PROVISION OF TECHNICAL ACCOUNTING SUPPORT		MARK WITH AN “X”
1	TECHNICAL ACCOUNTING SUPPORT	

NAMA KHOILOCAL MUNICIPALITY

PROVISION OF PROFESSIONAL SERVICES TENDER:

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	19 APRIL 2023
CLARIFICATION MEETING	:	No Clarification meeting will take place.
CLOSING DATE	:	11 May 2023
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box at the Nama Khoi Municipal Office 4 Namakwa Street Springbok 8240
VALIDITY PERIOD OF TENDER	:	90 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing date and time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

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1.1. INVITATION TO TENDER

**Nama Khoi Municipality hereby invites Prospective Service Providers to tender for the following:
Appointment of a Panel of Service Providers for the Provision of Various Professional Services to Nama Khoi Municipality for a period of 36 months.**

Formal tender sealed and clearly marked **“BID/NC062/18/2022-2023 – APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF VARIOUS PROFESSIONAL SERVICES TO NAMA KHOI MUNICIPALITY FOR A PERIOD OF 36 MONTHS”** must be placed in the Municipal tender box at the Head Office of Nama Khoi Municipality at 4 Namakwa Street, Springbok, 8240 no later than 10h00 on Thursday, 11 May 2023 and will be opened in public immediately.

The municipality reserves the right to withdraw any invitation to tender and / or re-advertise or to reject any formal tender or to accept a part of it. The Municipality does not bind itself to accept the lowest tender or award a contract to the bidder scoring the highest number of points. Potential bidders should note that all projects in terms of this tender may not materialize.

Tenders will be evaluated in two stages - firstly eligibility and functionality will be assessed, where-after all responsive tenders will be evaluated in accordance with Council’s Supply Chain Management Policy. The contract is classified as a large contract and the 80/20-point system as prescribed by the Municipality’s Preferential Procurement Policy and the Municipality’s Supply Chain Management Policy will be used for evaluation of the contract.

Following conditions will apply to the tender:

- The Curriculum Vitae (CV) and qualifications of the project team must be submitted with the tender document.
Registration/ Certification with Professional Bodies should also be submitted with the tender document.
- The Nama Khoi Local Municipality Supply Chain Management Policy will apply;
- The Nama Khoi Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid or to withdraw the bid;
- The Tenderer needs to be registered on the Central Supplier Database (CSD) of National Treasury. Proof of registration should be attached to the tender document (CSD REPORT);
- An original and valid Tax Clearance Certificate/ TCS Pin must be submitted with the bid document/ a certified copy thereof;
- An original or certified Broad Based Black Economic Empowerment (BBBEE) Certificate must be submitted to obtain points for BBBEE Status Level/ an original Sworn Affidavit. Bidders who qualify for Exempted Micro Economic Enterprise (EME) in terms of BBBEE act must submit a certificate issued by an Accounting officer as contemplated by the Close Corporation Act or a Verification Agency accredited by SANAS or a registered auditor. Bidder/s will not be disqualified from the bidding process for not submitting a B- BBEE Certificate/ original sworn Affidavit, but such a bidder will receive 0 points for B- BBEE.
- Certified copy of the latest Municipal Account on the address of the business and that of the directors, as per CK1 must accompany the bid document (NB. Bidders may not be in arrears for more than three months with municipal rates and service charges);
- Certified copies of the Identity Documents (ID’s) of all shareholders/ owner (s)/ Partners of bidding companies must be submitted with the bid document.
- Price quoted must be valid for at least 90 days;
- Price quoted must be firm and inclusive of VAT;
- Bids which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted;
- Bids must only be submitted on the documentation provided by the Nama Khoi Municipality (original Bid Documents);
-

- Local Production and Content as per the DTI – Not applicable for this tender;
- Pre- qualification will be implemented.

Prospective bidders must have prior knowledge and experience of providing these services and provide references thereof.

No tender will be considered from a person or company who, for the past five years has been convicted of

- Fraud, corruption or any criminal offense
- The strike, premature termination of unsuccessful completion of government contracts

No tender will be considered to persons in the service of the state.

It is prerequisite that all prospective service providers who are not yet registered on the Central Supplier Database of National Treasury, register without delay by completing the prescribed form or log onto [www.csd.gov.za register](http://www.csd.gov.za/register).

Enquiries relating to the specifications can be addressed to **Mr. Q Titus / Mr H Cloete (027 718 8100)**

A set of tender documents with detailed specifications can be obtained from are available from the E-tender Portal (www.etenders.gov.za) or the Nama Khoi Website (www.namakhoy.gov.za) for free or at the Supply Chain Management Unit (Ms Ruzan Jacobs 027 -7188116) at the Head Office – Springbok Nama Khoi Municipality **at the cost of R578.75** before the specified date and time.

Mr. J. I. Swartz
MUNICIPAL MANAGER

2.1. THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____20_____

Mr./ Mrs. _____ (whose signature

appears below) has been duly authorized to sign all documents in connection with this bid on behalf of

_____ (Company Name) in his/

her capacity as _____.

Full Name of Director	Residential Address	Signature

Signed on behalf of Company		Date	
Print Name			
Witness 1		Witness 2	

B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

as _____.

2.2. THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Nama Khoi Municipality in respect of the following:

TENDER NUMBER: NC065/T06/2020

Tenders are invited for the supply, delivery and maintenance of Office Automation to Nama Khoi Municipality for 36 months

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and

_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the Nama Khoi Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the Nama Khoi Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

2.3. JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE

3.1. TENDER CONDITIONS AND INFORMATION

3.1.1. General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

3.1.2. Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

3.1.3. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

3.1.4. Cost of Tender Documents

Payment for tender documents, if specified, must be made by a crossed cheque, direct deposit or electronic payment, payable to Nama Khoi Municipality. Alternatively, payment can be made at the municipal cashers. These costs are non-refundable.

3.1.5. Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. They are also expected to be registered or register on the Central Supplier Database (www.csd.gov.za). The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

3.1.6. Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

3.1.7. Compulsory Documentation

3.1.7.1. Tax Clearance Certificate

- (a) A valid original Tax Clearance Certificate must accompany the bid documents. The onus is on the bidder to ensure that the Municipality receives a valid original Tax Clearance Certificate. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents.
- (c) If a bid is not supported by a valid original Tax Clearance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

3.1.8. Other Documentation

3.1.8.1. Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

3.1.8.2. Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's and those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- (c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

3.1.9. Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

3.1.10. Site / Information Meetings

- (a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

3.1.11. Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

3.1.12. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

3.1.13. Submission of Tender

- (a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Municipality by not later than 12:00 on 09 April 2020.**
- (b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

3.1.14. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

3.1.15. Contact with Municipality after Tender Closure Date

Bidders shall not contact Nama Khoi Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of Nama Khoi Municipality, it should do so in writing to the Nama Khoi Municipality. Any effort by the firm to influence Nama Khoi Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

3.1.16. Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- (c) Faxed, e-mailed and late tenders will not be accepted.

3.1.17. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

3.1.18. Procurement Policy

Bids will be awarded in accordance with the Municipality's Preferential Procurement Policy as well as the Municipality's Supply Chain Management Policy.

3.1.19. Contract

- (a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

3.1.20. Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

3.1.21. Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

3.1.22. Extension of Contract

Extension of contract will only be allowed if reasons are justifiable and must be approved by the delegated authority. Extension will also only be done if it is within 15% of the total value of the contract for goods and services and 20 % for construction related contracts.

3.1.23. Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

3.1.24. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in

addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

3.1.25. Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

3.1.26. Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to:

Ms R Jacobs at Nama Khoi Municipality
Email: ruzane.jacobs@namakhoi.gov.za
Tel: 027 718 8100

3.2. GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 goods 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 goods 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. "Tort" means in breach of contract.
- 1.27. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28. "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as 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.
 - 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
 - 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
 - 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
 - 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8. Inspections, tests and analyses**
- 8.1. All pre-bidding testing will be for the account of the bidder.
 - 8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
 - 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
 - 8.6. Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1. Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any
- (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, 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.
- 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 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, 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.
- 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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

- 18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. 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 goods are required, or the supplier's services are not readily available.
- 21.4. 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 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement 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 supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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. Antidumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished,

or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation; it may be settled in a South African court of law.
- 27.4. 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. 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 section 59 of the Competition Act No 89 Of 1998. 35.3 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.

SECTION 4: SPECIFICATIONS

DESCRIPTION OF THE NEEDS OF NAMA KHOI MUNICIPALITY

4.1. CATEGORY A:

**PROVISION OF
PROFESSIONAL CIVIL AND
ELECTRICAL ENGINEERING
SERVICES.**

T1.2: TENDER DATA

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of CIDB notice 86 of May 2010.</p> <p>The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	The employer is <i>Nama Khoi Municipality</i>
F.1.2	<p>Tender Documents The tender documents issued by the employer comprise:</p> <p>TENDER</p> <p>Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2: Returnable Schedules T2.1 List of returnable schedules T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C.1: Agreements and contract data C1.1 Form of offer and acceptance</p> <p>Part C.2: Pricing data C2.1 Pricing instructions</p> <p>Part C.3: Scope of works C3 Scope of works</p>
F.1.4	<p>The employer has no agent acting on its behalf for purpose of the tender. The employer's representative for the purpose of communication between the employer and tenderers is:</p> <p>Name: Q Titus Address: Nama Khoi Municipality P O Box 17 Springbok 8240</p> <p>Tel: 027-718 8100 Fax: 027-712 1635 e-mail: Quentis.titus@namakhoi.gov.za</p> <p>Only information issued formally in writing to bidders by the employer's representative will be regarded as amendments to the tender document</p>
F.1.5.1	<p>Add the following to clause F.1.5.1: Nama Khoi Municipality reserves the right to accept any tender or tenders in part or in full and is not compelled to accept the lowest or any tender.</p>

F.2.1	<p>Eligibility <i>F.2.1.Add the following:</i> Only those bidders who also satisfy the following criteria are eligible to submit tenders:</p> <p>F.2.1.3 Participation fee: Payment of a non-refundable tender participation fee.</p> <p>F.2.1.4 Local office: The physical address of the local office must be indicated in Part T2.2: Returnable Documents, Schedule: 2.2.C, as well as the preferred domicilium citandi et executandi for the purposes of any contract arising from this tender submission.</p> <p>F.2.1.5 Key personnel: The following personnel must be in the full-time permanent employment of the bidder and available for the envisaged appointments:</p> <ul style="list-style-type: none"> • A Project Leader who is an ECSA registered Professional Engineer or Professional Technologist, with at least seven years verifiable post graduate experience in the provision of consulting engineering services and project management of Municipal Infrastructure. The person must verify competence through experience and post graduate qualification and/or completion of relevant courses. • A Project Engineer who is a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in municipal infrastructure projects. • A Resident Engineer who is a qualified Engineer/Technologist/Technician with at least three years verifiable post graduate experience in contract supervision in municipal infrastructure projects. • Applicable registrations together with comprehensive curriculum vitae of the key personnel must be submitted with the tender, appended in Returnable Schedule 2.2.F. <p>Resident Engineers will be appointed per project when applicable upon approval of the employer. The Curriculum Vitae of all key personnel must be submitted with the bid.</p> <p>Key personnel will be expected to operate from the “local office”, as and when the demands of the anticipated projects require.</p> <p>F.2.1.6 Professional indemnity insurance: The employer will not award a contract to any bidder that does not hold valid professional indemnity (PI) insurance providing cover for an amount of at least R2 000 000 in respect of each and every claim during the period of insurance, which stated minimum cover shall remain in place for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Documents, Schedule 2.2.D.</p> <p>F.2.1.7 Pre-qualification for Functionality: Bids will be subjected to a pre-qualification evaluation process for functionality, based on specific quality criteria. Only bidders who attain a minimum score of 80% or more for quality will be considered for further evaluation. Bids that score less than 80% will be rejected as non-responsive.</p>
F.2.7	There is no compulsory clarification meeting.
F.2.12	No alternative offers will be considered.
F.2.13. 2	The tenderer shall submit with the tender all documents and schedules listed T2.: List of Returnable Schedules, failing which the tender shall be considered non-responsive. Each Returnable Document/ Schedule shall be duly completed in non-erasable ink in all respects.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Municipal Offices Calvinia, 8190 Physical address: 20 Dr Nelson Mandela Drive, Calvinia 8190 Identification details: “TENDER BID/NC062/18/2022-2023: PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR A THREE-YEAR PERIOD IN THE NAMA KHOIMUNICIPAL AREA”</p>
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is 10h00 on Thursday, 11 May 2023.
F.2.15	Late, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days from closing date.
F.2.17	A tender may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.
F.2.19	Access shall be provided for the following: Inspections, tests and analysis:
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) Certified copy of valid ECSA registration Certificate of Professional Engineer/Technologist assigned for the project. 2) Evaluation Schedule: Approach paper 3) <i>Evaluation Schedule: Proposed Organization and staffing</i> 4) <i>Evaluation Schedule: Experience of Key Staff</i> 5) Evaluation Schedule: Tenderer's Experience 6) An original valid Tax Clearance Certificate issued by the South African Revenue Services; 7) Completed Preferential Procurement schedule together with the declaration of ownership affidavit signed by a commissioner of oaths. 8) Completed declaration of interest
F.3.8	<p>Bids will be considered non-responsive if, inter alia:</p> <ol style="list-style-type: none"> (1) The bid does not comply with the eligibility criteria listed in F2.1 above. (2) The bidder has failed to clarify issues, or to submit any supporting documentation, within the time for submission stated in the employer's written request. (3) The bid failed to score the minimum of 80% in the pre-qualification evaluation for functionality/ quality.
F.3.11. 1	<p>The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.</p> <p>Note: Tenders will be subjected to a pre-evaluation process for each category/categories of engineering services for which are tendered for based on quality criteria to determine responsiveness prior to applying Method 2.</p> <p>The score for pre-evaluation is to be calculated using the following formula: $WQ = 100 \times S_o / M_s$</p> <p>Where: S_o is the score for quality allocated to the submission under consideration M_s is the maximum possible score for quality</p> <p>The financial offer will be evaluated as follows: $P_s = 80 \times (1 - (P_t - P_{min}) / P_{min})$</p> <p>Where : P_s is the points scored for price of the tender under consideration P_{min} the comparative offer of the most favorite tender offer P_t the comparative offer of the tender under consideration.</p> <p>The points for preference will be calculated in terms of the Municipality's Preferential Procurement Policy. Up to a maximum of 10 points will be awarded for referencing. The</p>

	schedules included in Annexure A shall be completed to qualify for preference points in terms of the Preferential Procurement Policy		
F.3.11.3	The pre–evaluation quality criteria and maximum score in respect of each of the criteria are as follows:		
	Quality criteria	Sub criteria	Maximum number of points
	Approach paper which responds to the proposed scope of work/project design and outlines proposed approach / methodology and work plan complete with time frames	Technical approach and methodology	20
	Organization and staffing		15
	Experience of the key staff (assigned personnel) in relation to the scope of work	Other applicable qualifications	10
		Adequacy of staff for the assignment	10
		Experience in the region	20
	PSPs experience with respect to specific aspects of the project /comparable projects		25
	Maximum possible score for quality (Ms)		100
	<p>The pre-qualification shall be scored independently by not less than three evaluators for the category/categories of engineering services for which are tendered in accordance with the following schedules:</p> <ul style="list-style-type: none"> • Approach Paper Evaluation • Proposed Organization and Staffing • Experience of the Key Staff • Tenderer’s Experience <p>Scores of 40, 70, 90 or 100 will be allocated to each of the criteria and sub criteria based on the indicators contained in these schedules. The scores of each of the evaluators will then be averaged to obtain the final score for quality.</p> <p>Quality shall be scored independently by not less than three evaluators in accordance with the following schedules:</p> <ul style="list-style-type: none"> • Evaluation Schedule: Approach Paper & Work Plan • Evaluation Schedule: Organization and Staffing • Evaluation Schedule: Experience of the Key Staff • Evaluation Schedule: Tenderer’s Experience <p>Scores of 40, 70, 90 or 100 will be allocated to each of the criteria and sub criteria based on the indicators contained in these schedules. The scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for quality.</p> <p>The minimum number of evaluation points for quality is 80. The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may be invited to an interview. Tenderers who attain a score of less than 80 points allocated to the interview will be declared ineligible to tender.</p>		

<p>F.3.13.</p> <p>1</p>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> (1) The tenderer has submitted with his tender an original valid Tax Clearance Certificate issued by the South African Revenue Services (2) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; (3) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and (4) The tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) Failed to perform on any previous contract and has been given a written notice to this effect. (5) It is considered that the performance of the services will not be compromised through any conflict of interest. (6) The tenderer has submitted with his tenders certified copies of ECSA registration certificates of all principals involved in the project.
<p>F.3.18</p>	<p>The number of paper copies of the signed contract to be provided by the employer is 1.</p>
<p>F.3.19</p>	<p>The additional conditions of tender are:</p> <p>Invalid bids: Bids shall be considered invalid and shall be endorsed and recorded as such in the bid opening record, by the responsible official who opened the bid, in the following circumstances:</p> <ol style="list-style-type: none"> (1) If the tender is not completed in non-erasable ink; (2) If the offer has not been signed; (3) If the offer is signed, but the name of the bidder is not stated or is unrecognizable; (4) If masking fluid has been used to make corrections on the tender document. (5) Participation fee not paid
<p>F.3.20</p>	<p>Tenderers may not form any joint ventures without the permission of the employer</p>

RETURNABLE DOCUMENTS

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

Schedule Nr	Description	Y/N
T2.2.	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	
Schedule: 2.2. A	Proposed Amendments and Qualifications	
Schedule: 2.2. B	Record of Addenda to Tender Documents	
Schedule: 2.2.C	Consultant's Practice	
Schedule: 2.2. D	Evaluation Schedule: Approach paper & Work Plan	
Schedule: 2.2. E	Evaluation Schedule: Proposed Organization and staffing	
Schedule: 2.2. F	Evaluation Schedule: Experience of Key Staff	
Schedule: 2.2. G	Evaluation Schedule: Tenderer's Experience	
Schedule: 2.2.H	Professional Indemnity Insurance	

2.2.A: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

Signature: _____

Date: _____

Name: _____

Position: _____

2.2.B: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signature: _____

Date: _____

Name: _____

Position: _____

2.2.C: Consultant’s Practice

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

- (a) Physical address / Background / Organization / Management
- (b) Fields of activity / expertise
- (c) Staffing / Human Resources

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

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

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

2.2. Staff (state number):

- 2.2.1. Total no. of Principal(s) _____ No. of Principals with Professional registration _____
- 2.2.2 Skilled technical staff, e.g. Engineers, Scientists, Technologists, Technicians _____
- 2.2.3 General Technical e.g., Draught’s persons, CAD Operators, etc. _____
- 2.2.4 Operational Staff e.g., Secretarial, bookkeeping _____

2.3. Disciplines/Areas of expertise tendered for: (Tick applicable below)
Sufficient information has to be provided in the returnable documents to confirm expertise in all disciplines/fields of expertise tendered for.

<u>CATEGORY</u>		MARK WITH AN “X”
1	Engineering Services Support	
2	Water & Waste Water Treatment	
3	Bulk Water Supply & Sewer Systems	
4	Electrical Engineering Services	
5	Urban Engineering	

Signature: _____

Date: _____

Name: _____

Position: _____

2.2.D: EVALUATION SCHEDULE: APPROACH PAPER

The approach paper must respond to the proposed scope of work/project design and outline the proposed approach / methodology and work plan complete with time frames, and where relevant and appropriate, propose the scope of work and / or modifications to the scope of work. The approach paper should articulate what the tenderer is offering to provide for the price tendered in the pricing data.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which is to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work proposed by the Employer. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful tenderer. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

The tenderer must attach his / her approach paper to this page.

The scoring of the approach paper will be as follows:

	Technical approach and methodology	Work plan
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing.
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.	All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project.	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs	Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signature: _____

Date: _____

Name: _____

Position: _____

2.2.E: EVALUATION SCHEDULE: PROPOSED ORGANIZATION AND STAFFING

The tenderer should propose the structure and composition of their team i.e., the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

Poor (score 40)	The organization chart is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.
Good (score 90)	Besides meeting the "satisfactory" rating, staff are well balanced i.e., they show good coordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short-term experts. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signature: _____

Date: _____

Name: _____

Position: _____

2.2.F: EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g., local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

- 1) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3) Name of current employer and position in enterprise
- 4) Overview of post graduate / diploma experience (year, organization and position)
- 5) Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

	General qualifications (Greater weighting will be given to the team leader)	Adequacy for the assignment (Greater weighting will be given to the team leader)	Knowledge of issues pertinent to the project (Greater weighting will be given to the team leader)
Poor (score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, training and experience	Key staff have limited experience of issues pertinent to the project
Satisfactory (score 70)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, training and experience	Key staff have reasonable experience of issues pertinent to the project
Good (score 90)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, training and experience	Key staff have extensive experience of issues pertinent to the project
Very good (score 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, training and experience	Key staff have outstanding experience of issues pertinent to the project

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signature: _____

Date: _____

Name: _____

Position: _____

2.2.G: EVALUATION SCHEDULE: TENDERER’S EXPERIENCE

The experience of the tenderer as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e., the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer’s experience will be as follows:

Poor (score 40)	Tenderer has limited experience
Satisfactory (score 70)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
Good (score 90)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
Very good (score 100)	Tenderer has outstanding experience in projects of a similar nature.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signature: _____

Date: _____

Name: _____

Position: _____

2.2.H: Professional Indemnity Insurance

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

PROFESSIONAL INDEMNITY INSURANCE HELD		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY I.R.O. EACH CLAIM

Signature: _____

Date: _____

Name: _____

Position: _____

C1.1: FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the **PROVISION OF PROFESSIONAL CIVIL AND ELECTRICAL ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR A THREE-YEAR PERIOD IN THE NAMA KHOIMUNICIPAL AREA.**

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 service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS
.....**N/A**.....Rand (in words);

THE OFFERED VARIATION TO THE ECSA GUIDELINE TARIFF OF FEES IS:

Minus **TEN** percent (10%) in respect of ECSA % based Tariff scales

Minus **TEN** percent (10%) in respect of ECSA time-based Tariff scales

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 provider / consultant in the conditions of contract identified in the contract data.

Signature

Name

Capacity
(for the tenderer)

(Name and address of organization)
.....
.....
.....

Name and signature of witness Date

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 service provider / consultant 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:

- Agreements and contract data (which includes this agreement)
- Pricing Schedule
- Terms of Reference

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of the letter of acceptance, 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 consultant) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the
Employer

**Nama Khoi Municipality
4 Namakwa Street
Springbok
8240**

Name and
Signature

of witness

Date

C1.2: CONTRACT DATA

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

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

Remuneration of service providers will be managed according to the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons 2013, as per Government Gazette, and as amended from time to time.

The following contract specific data are applicable to this Contract:

Clause									
	The Employer is the Nama Khoi Municipality								
3.4 and 4.3.2	<p>The Authorised and Designated representative of the Employer is: Name: Mr. Q Titus</p> <p>The Employer's address for receipt of communications is:</p> <table border="0"> <tr> <td><u>Physical address:</u> 4 Namakwa Street Springbok 8240</td> <td><u>Postal address:</u> P O Box 17 Springbok 8240</td> </tr> </table> <p>Telephone: 027-718 8100 Fax: 027-712 1635 E-mail: ruzane.jacobs@namakhoi.gov.za</p>	<u>Physical address:</u> 4 Namakwa Street Springbok 8240	<u>Postal address:</u> P O Box 17 Springbok 8240						
<u>Physical address:</u> 4 Namakwa Street Springbok 8240	<u>Postal address:</u> P O Box 17 Springbok 8240								
	The contract is for the provision of professional consulting services: TENDER BID/NC062/18/2022-2023: PROVISION OF PROFESSIONAL CIVIL AND ELECTRICAL ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR A THREE-YEAR PERIOD IN THE NAMA KHOIMUNICIPAL AREA								
3.6.	The Service Provider may release public or media statements or publish material related to the Services or Project, subject to the approval of the Employer.								
3.12.1	<p>The daily penalty for late completion of Preliminary Design is R 1 000.00 The daily penalty for late completion of Design and Tender Documents is R 1 500.00 The daily penalty for late completion of Tender Evaluation is R 2 000.00 The daily penalty for late completion of the project within the agreed time frame is R 2 500.00</p>								
3.15	A Programme shall be submitted within 10 working days of the award of a project.								
5.1.1	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide, or otherwise exercise discretion in regard to a contractor agreement between the Employer and others, then the Service provider shall act as in respect of that contract/agreement as an independent.								
5.4.1	<table border="1"> <tr> <td>Insurance against:</td> <td>Risk in performing professional services (Professional Indemnity cover)</td> </tr> <tr> <td>Cover is:</td> <td>Minimum of two million Rand (R2 000 000.00).</td> </tr> <tr> <td>Period of cover:</td> <td>Duration of Contract</td> </tr> <tr> <td>Deductibles are:</td> <td>None</td> </tr> </table>	Insurance against:	Risk in performing professional services (Professional Indemnity cover)	Cover is:	Minimum of two million Rand (R2 000 000.00).	Period of cover:	Duration of Contract	Deductibles are:	None
Insurance against:	Risk in performing professional services (Professional Indemnity cover)								
Cover is:	Minimum of two million Rand (R2 000 000.00).								
Period of cover:	Duration of Contract								
Deductibles are:	None								
5.5	<p>The Service Provider is required to obtain the Employer's prior written approval before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Commencement of detailed design 2. Commencement of Tender Advertisement for calling of Tenders 3. Appointing Sub Consultants for the performance of any part of the Services 								
7.2	<p><i>Add the following:</i></p> <p>The Employer will not be responsible for any overtime worked by or overtime payments made to Personnel of the Service Provider.</p>								
9.1	Copyright of documents prepared for the Project shall be vested with Nama Khoi Municipality in terms of regulation 35.4 of Supply Chain Regulations.								

Clause	
12.1	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Engineering Council of South Africa.
12.2.4	Final settlement is by arbitration.
12.4.2	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Chairperson of the Association of Arbitrators of Southern Africa.

C1.1: PRICING DATA

<p>Engineering</p>	<p>1 The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the GUIDELINE SCOPE OF SERVICES AND TARIFF OF FEES FOR PERSONS REGISTERED IN TERMS OF THE ENGINEERING PROFESSION ACT, ACT 42 of 2000, published as the latest fees in the Government Gazette to be paid for engineering services.</p> <p>2 The fee payable shall be calculated in accordance with the following formula:</p> <p>Fee payable = $(1 \pm FA) \times FC$</p> <p>where FC is the fee calculated in accordance with the Tariff of Fees and FA is the Fee Adjustment contained in the Pricing Schedule.</p> <p>3 The fee payable in terms of 2 shall include all expenses referred to in the Tariff of Fees relating to work remunerated on such a basis, save those for the cost of printing drawings and documents.</p> <p>4 Fees for additional services, which cannot be calculated as a fee in accordance with the Tariff of Fees, shall be either paid for on a lump sum basis if scheduled as such in the Pricing Schedule, or on a time and expenses basis in accordance with the Tariff of Fees.</p> <p>5 The time-based fee shall be calculated in accordance with the following formula:</p> <p>Time based fee payable = $(1 \pm TFA) \times h \times R$</p> <p>where TFA is the Time-Based Fee Adjustment of 10% provided for in the Pricing Schedule, h is the number of hours spent in providing the applicable time related service and R is the applicable time-based fee in accordance with the provisions of the Tariff of Fees.</p> <p>6 Work of a routine nature undertaken on a time basis shall be paid for under the category C, irrespective of whether or not such work is undertaken by persons falling into Category B.</p> <p>7 Costs that may be recovered in terms of the Tariff of Fees are:</p> <p>7.1 Recoverable costs, i.e., printing, reproduction, telephone, cell phone, telefax, and advertisements will be reimbursed based on actual cost. Proof of such expenditure shall accompany all claims.</p> <p>7.2 Specialist services i.e., surveys, investigations, testing etc. not included in the scope of work but required to be undertaken by specialists will be reimbursed based on actual cost plus 10% administration fee.</p> <p>7.3 Computer time or use of programs will not be separately reimbursed.</p> <p>7.4 Travel costs will be limited to a total distance of 400km per trip from office to the site or to the offices of the Nama Khoi Municipality and will be reimbursed based on AA Tariff scales, subject to a maximum of a 3-litre vehicle.</p> <p>7.5 Time based Professional Fees will not be reimbursed for travel time.</p>	<p>1 Fee Adjustment (FA)</p> <p>Minus - 10% of ECSA based Tariff Scale</p> <p>2 Lump sum fees for additional services</p> <p>.....NA.....: R...</p> <p>.....: R...</p> <p>.....: R...</p> <p>Total R</p> <p>3 Time Based Fee Adjustment (TFA)</p> <p>Minus - 10% of ECSA based Tariff Scale</p>
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PART C3: SCOPE OF WORKS

C3.1: DESCRIPTION OF WORKS

The consultancy shall, as a minimum, in order to satisfy the objectives, provide **time-based services and normal services** as set out in the GUIDELINE SCOPE OF SERVICES AND TARIFF OF FEES FOR PERSONS REGISTERED IN TERMS OF THE ENGINEERING PROFESSION ACT, ACT 46 OF 2000.

1. EMPLOYERS'S OBJECTIVES

It is the objective of Nama Khoi Municipality to procure the services of Consulting Civil and Electrical Engineers for investigations, option analyses, feasibility studies, planning, design, detailed design, compilation of tender specifications, tender documentation and tender evaluation, execution of construction monitoring and supervision for the execution of various capital and other projects in the service area of Nama Khoi Municipality. The objective of this tender process is to establish a roster of consulting engineers per field of engineering, for the appointment per project as and when projects and budgets are approved over a 3-year period.

Consulting Engineers are invited to make an application for admission to the roster. Applications received will be subjected to a pre-evaluation based on quality to determine eligibility. It must be noted that the Municipality reserves the right to accept any application in full or any part of any application or applications in order to establish the roster.

2. TERMS OF REFERENCE

2.1. ENGINEERING SERVICES SUPPORT

Support relating to the management aspects of engineering services such as water and electricity services risk abatement planning, water and electricity safety planning, water and electricity services development planning, water and electricity services audit reports, blue drop and green drop matters, waste management services and waste management audit reports, master planning, pavement management, road transportation planning, traffic impact assessments, asset management planning, updating of asset registers, unbundling of asset registers, licensing applications, funding applications and any other related tasks.

2.2. WATER AND WASTE WATER TREATMENT

Investigations, options analysis, feasibility studies, funding applications, planning, design, contract administration and supervision of new water and waste water treatment plants, and extension and upgrading of existing water and waste water treatment plants. Update of record drawings and asset register. Any other related tasks.

2.3. BULK WATER AND SEWER SYSTEMS

Investigations, feasibility studies, option analyses, funding applications, planning, design, contract administration and supervision of new bulk water and sewer systems and extension and upgrading of existing systems. Update of record drawings and asset register. Any other related tasks.

2.4. ELECTRICAL ENGINEERING SERVICES

Investigations, feasibility studies, option analyses, planning, design, contract management, contract financial management, contract supervision, testing and commissioning of new and upgrading of existing electricity distribution systems, street lighting, electrical protection systems, SCADA and radio communication systems. Capabilities with respect to specialist services i.e. protection systems, setting of

protection relays, load flow studies, system fault level studies and SCADA systems shall be listed and related experience submitted.

2.5. URBAN ENGINEERING

Investigations, feasibility studies, option analyses, funding applications, planning, design, contract administration and supervision of new and the extension and upgrading of existing roads, storm water systems, water reticulation systems, sewer reticulation systems, sport fields. Update of record drawings and asset register. Any other related tasks.

2.6. DRAFTING POLICIES

Drafting policies for the technical department. Each service provider will be required to draft policies per your profession. Drafting of policies will be on an ad hoc basis and the Municipality will inform the service provider of the required policies.

3. EXTENT OF THE WORKS

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

Status Quo investigation reports

Planning and investigations

Preliminary and detailed design of projects

Compiling of tender documentation including specification

Liaison with employer for tender advertising

Tender evaluation

Construction supervision and monitoring of projects

Successful completion and finalization of projects

Submission of a completion report, updating of asset register, submission of record drawings

4. BASIS FOR ALLOCATING ENGINEERING ASSIGNMENTS

All applications from Professional Engineering consultancies to be admitted to the roster that meet the pre-qualification requirements will be accepted.

For the purposes of allocating engineering assignments to the pre-qualified Professional Engineers Consultancies the following procedure shall apply:

- All assignments will be allocated at the discretion of the Employer who shall strive to achieve a degree of equity among the listed consultancies.
- The Employer may allocate a particular assignment to a specific consultancy on the roster in order to promote continuity where that particular consultancy has had involvement in previous work associated with the assignment.
- Assignments will not necessarily be awarded to all consultancies included in the roster.

5. APPOINTMENTS OUTSIDE OF THIS TENDER

Nama Khoi Municipality reserves the right to make appointments of professional Consulting Engineers for projects without making use of the results of this tender, whether such projects could be construed as falling within the ambit of this tender or not.

4.2. CATEGORY B:

PROVISION OF TECHNICAL ACCOUNTING SUPPORT.

NAMA KHOI MUNICIPALITY

TENDER SPECIFICATIONS

TENDER NUMBER: NC065/ T06/ 2021

TENDER DESCRIPTION: Provision of Technical Accounting Support for a 3-year period (Panel)

1. Background

1.1. Herewith Nama Khoi Municipality requests proposals from suitably experienced service providers to assist the Municipality with accounting services and reforms. The primary aim being to achieve a clean audit opinion, but also to ensure the implementation of and compliance to these reforms on an ongoing basis.

2. Scope of Work

- 2.1. It is the intention to appoint the successful tenderer for a contract period of 3 years in order to ensure the success of the project and to provide the municipality with the necessary business continuity and the building of institutional knowledge and capacity.
- 2.2. It is critical that the service provider to be appointed should have extensive experience in all the items listed below and must therefore be able to provide references/written confirmation of all such projects successfully undertaken in the past, for each of the items listed below. Failure to provide sufficient evidence as well as contactable references will exclude tenderers from earning points for functionality criteria as listed hereunder.

3. Specifications

3.1. As the municipality may decide to appoint a single service provider for the functions listed below, it is important that all proposals must, as a minimum provide for the performance **of all the functions listed below. Failure to do so will lead to tender being non-responsive.**

Management reserves the right to make use of other service providers to render similar services.

Detailed Specifications

- Review of GRAP annual financial statements and implementation of GRAP and other relevant new accounting standards
- 3.1.1. and reforms, relevant to the AFS presentation for the municipality and possible entities under its control & assistance with External Audit & AG Queries as needed.
 - 3.1.2. Asset Management, including assistance, as needed, with the annual asset count and assuring a GRAP Compliant Asset Register.
 - 3.1.3. Impairment and completeness testing on Land & Buildings, Community Assets, Other Assets, Intangible Assets and Investment Property and Infrastructure Assets
 - 3.1.4. Unbundling of Infrastructure asset additions according to GRAP 17 for the 3-year period and capturing of it onto the Asset Register, as well as supplying Nama Khoi Municipality with the GIS information to update the ESRI system.
The following will be required for Infrastructure Assets in particular:
 - 3.1.5. The physical review and verification of all existing facility assets (i.e., Pump stations, Reservoirs, Waste Water Treatment Works, Water and Sewer Mains, Substations, etc.) and other above-ground assets (i.e., Roads, Streetlights, Storm water channels) and under-ground which resides in the Municipality's current IAR in order to identify any movements between locations and departments;
 - 3.1.6. Assessment of these assets' Remaining Useful Life and Condition will be re-evaluated on the basis as determined during IAR workshop;

3.1.7.	Collection of data and information of any new assets found at these facilities which do not occur on the current IAR;
3.1.8.	Calculation of cost on these new assets found, in terms of GRAP.
3.1.9.	If applicable, carry out the updating the IAR with information from the latest Master plans for water, sewer and electricity;
3.1.10.	Assisting the Municipality to assess possible impairment losses and associated accounting treatment;
3.1.11.	Infrastructure Verification close-out report for each year
3.1.12.	Preparing new, or update old GIS shape files, indicating the position of the assets created in the above steps and submit to technical department for further distribution.
3.1.13.	Measurement of the costs to rehabilitate landfill sites
3.1.14.	Actuarial valuations of Employee Benefits.
3.1.15.	Accounting Support and assisting municipal staff with implementation of internal control measures.
3.1.16.	Skills transfer through on-the-job training with the specific aim to empower municipal staff to execute their duties unassisted.
3.1.17.	Any other assistance as needed, including new financial reforms and requirements such as mSCOA
3.1.18.	Development and implementation of business processes and standard operating procedures aligned with Hantam Municipality's systems.
3.2. The table below indicates how the tariffs/fees for the different functions should be determined. The municipality reserves the right to call upon the tenderer for all or any of the functions below and the estimated time spent on the project must be agreed upon between the parties in writing.	
Item	Criteria
3.2.1. Review of GRAP annual financial statements and implementation of GRAP and other relevant new accounting standards and reforms such as mSCOA, relevant to the AFS presentation for the municipality and possible entities under its control & assistance with External Audit & AG Queries as needed.	<p>Review Annual Financial Statements – Fixed Price. (It is estimated that no less than 100 hours will be required at senior level for the review of the AFS).</p> <ul style="list-style-type: none"> • Reviewing of Annual Financial Statements must include, but not limited to the following: <ul style="list-style-type: none"> ○ Review calculations on current and non-current provisions as may be required and preparing journals and workings for adjustments. ○ Review of calculations and reconciliations for payables from exchange transactions ○ Review and confirm tax calculations, i.e., liability/receivables from source documents provided, perform tax reasonability test, calculate apportionment ratio for the year, calculate theoretical VAT balance. ○ Review PPE annexures and ensure reconciliation to the GL. Test Asset register for accuracy of calculations and ensure

	<p>that it complies with accounting policy and relevant accounting standards.</p> <ul style="list-style-type: none"> ○ Review inventory calculation and water stock calculation to confirm disclosure amounts. ○ Review calculations for the provision for impairment of receivables for exchange and non-exchange transactions. Provisions to be calculated on individual debtor basis, ○ Review calculated provision for impairment for traffic offences in accordance with I-Grap1. Use current and previous payment history in methodology. Advise management on possible impairing of traffic fine receivables. ○ Ensure correct cash and cash equivalents disclosure in accordance with the accounting policy and accounting framework. Review bank reconciliation and advise on clearing of material amounts where appropriate. ○ Review investment register for accuracy and calculate accrued interest where necessary. ○ Ensure completeness of property rates note w.r.t. valuation information, review and advise on completeness and appropriateness of property rates reconciliation. ○ Ensure accurate appropriate disclosure of all grant receipts, verify information in grants reconciliation for inclusion in AFS and prepare correction journals if relevant. ○ Ensure accurate disclosure of employee related cost by scrutinizing relevant reconciliations and advising if corrections are to be made for staff, management and councilors. ○ Analyze finance charges to ensure accurate disclosure of respective components in accordance with accounting standard. ○ Review Bulk purchases amount to ensure completeness, and that adequate consideration for cut-off dates have been accounted for. ○ Analyze and review expenditure by nature including general expenditure categories for appropriate disclosure of expenditure ○ Analyze and review suspense accounts and provide advice with the clearing of suspense accounts where necessary ○ Review all correction of error restatements where necessary, provide adequate narrative disclosure and advise management on accounting treatment of matters to be restated. ○ Ensure completeness of capital commitments by reviewing information supplied.
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	<ul style="list-style-type: none"> ○ Perform financial risk management calculations including liquidity risks. ○ Ensure that adequate disclosure of material variances is done. <ul style="list-style-type: none"> ● The following to be included in the fixed amount tendered: <ul style="list-style-type: none"> ● Cost to advise to changes in the AFS after internal audit review as well as external audit technical review. ● Cost to analyze and respond to all audit findings relating to the AFS presentation inclusive of negotiating with and explaining point of view to the auditors ● Cost to obtain external expert opinion on accounting standards interpretation if a difference of opinion is evident between the AG and the municipality / consultant ● Cost of printing and stationary. ● Cost of time spent corresponding with and responding to auditors, whether in writing, email, or verbal discussions ● Annual revision of the accounting policy of the municipality to accompany the AFS ● Providing advice with regards to the adoption and/or early adoption of relevant accounting standards.
3.2.2. Other GRAP or relevant accounting standards implementation issues excluding matters required for the preparation and presentation of the Annual Financial Statements (as and when needed)	Hourly tariffs
3.2.3. Asset Management include in 3.1.2 and 3.1.3.	Fixed Price per annum
3.2.4. Unbundling of Infrastructure Assets additions according to GRAP 17 for the 3year period and capturing of it onto the asset register and Nama Khoi Municipality's GIS system -	Fixed Price per annum <ul style="list-style-type: none"> ● The following to be included in the fixed price, but not limited to: Infrastructure data collection for unbundling from the technical department
3.2.5. Physical Verification of existing Infrastructure Assets and specifications as set in 3.1.4 – 3.1.12	Fixed Price per annum per asset class <ul style="list-style-type: none"> ● Price to be provided per asset classes, as it will be determined every year based on needs from the municipality what asset class will be verified.
3.2.6. Rehabilitation of landfill site: Cost of third-party expertise for the calculation of landfill site rehabilitation provision in accordance with relevant legislative requirements. Cost of Site visit and Surveyor must be separate.	Fixed Price per annum per landfill site
3.2.7. Actuarial valuations of Employee Benefits; Cost of 3 rd party expertise necessary to perform	Fixed Price per annum

actuarial calculations for disclosure of post-retirement benefits in the notes to the AFS. Costs must be separate for each Different Valuation required, Example Long Service Bonuses, Ex-Gratia, Pension Fund Benefits, etc.	
3.2.8. Accounting Support and assisting municipal staff with implementation of internal control measures. (as and when needed)	Hourly tariffs
3.2.9. On the job training with the specific aim of transferring skills to officials & to empower municipal staff to execute their duties unassisted; (as and when needed)	Hourly tariffs
3.2.10. Any other assistance as needed, including new financial reforms such as MSCOA implementation. (as and when needed)	Hourly tariffs
3.2.11. Development and implementation of business processes and standard operating procedures aligned with Nama Khoi Municipality's systems. (as and when needed)	Hourly tariffs
3.2.12. Technical assistance with completion and balancing of the budget schedules to ensure alignment between the financial system and the National Treasury database (as and when needed)	Hourly tariffs
3.2.13. Drafting policies for the finance department	Hourly tariffs

3.3. For the purpose of evaluating this tender the following estimated hours will be used but the actual hours may differ significantly according to the needs of the municipality. (Rates for the undermentioned levels to be quoted per level)

Level	Minimum Relevant Municipal Experience in a South African Municipal Environment	Hours
Partner / Director	15 - 20 Years	100 hours per annum
Senior Manager	15 Years	100 hours per annum
Other Management	10 Years	100 hours per annum
Senior consultant	7 Years	100 hours per annum
Junior consultant	4 Years	100 hours per annum

3.4. Travelling rates should be quoted per kilometre, and must be in line with the SARS guidelines. Calculation for the purpose of evaluation will be based on a total of 12,000 kilometres per annum.
3.5. Travelling time must be quoted as an hourly rate and the calculation for the purpose of evaluation will be based on 200 hours per annum.
3.6. Subsistence cost must be quoted as an allowance per day and the calculation for the purpose of evaluation will be based on 120 days per annum.
3.7. Accommodation cost will be reimbursed at the actual cost incurred to overnight at a 3star accommodation establishment on a bed and breakfast basis and will not form part of the calculation for comparative purposes.
3.8. Sundry cost such as printing, stationary, parking, toll fees and other incidental expenditure will not be reimbursed separately and must therefore be included in the hourly rates quoted.
3.9. Please note that the tariffs for all components of the tender in the outer years of the projects will be limited to the annual growth indicator for the outer year's rate as indicated in the annual National Treasury Budget Circular.
3.10. A clear program to transfer skills to the municipal incumbent staff to enable them to compile the annual financial statements in-house must be submitted together with the tender, the program must clearly set out time frames, hours and resources committed to the empowerment and transfer of skills.
3.11. Social responsibility – Tenderers are to provide details of plough back/social responsibility programs to be engaged with or which will be executed for each year of the duration of the contract. (This will not be used in the evaluation but is compulsory to submit)
4. APPLICABLE STANDARDS, SPECIFICATIONS AND REGULATIONS
<p>4.1. Supply Chain Management (SCM) Regulations</p> <p>4.2. Nama Khoi Municipality's SCM Policy</p> <p>4.3. Nama Khoi Municipality's Preferential Procurement Policy</p> <p>4.4. MFMA</p>
5. Delivery, Performance and Penalties
<p>5.1. Delivery as required per assignment and agreed upon between the parties. During the planning phase, the successful service provider and municipality will agree on set timeframes that are in line with MFMA compliance dates</p> <p>5.2. The successful service provider must ensure that reviews are done within the timeframes set by the municipality and that sufficient time is provided to make any adjustments if needed.</p> <p>5.3. The successful service provider must provide regular progress reports to the CFO on progress made w.r.t deliverables or in terms of such timeframes agreed to.</p> <p>5.4. A penalty of 5% of the daily fee per day shall be imposed should the service provider fail to perform or adhere to the performance measures or to meet the agreed upon deadlines. The penalties mentioned, shall be applicable, should the successful bidder fail to adhere to the conditions of contract and shall be deducted from the invoice monthly.</p> <p>5.5. The municipality also reserves the right to impose the default terms according to the General Conditions of Contract, which may inter alia lead to cancellation of the contract.</p>

6. Pricing Requirements

- 6.1. Tender prices must be in ZAR Currency (Rand).
- 6.2. Escalation will be allowed as per point 3.9 above.
- 6.3. Bid prices must be inclusive of VAT
- 6.4. All costs must be included in the bid price.
- 6.5. All tenders must be valid for up to **90** Days.

7. Evaluation

- 7.1. All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), the SCM Policy, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying Regulations).
- 7.2. Points will be awarded to tenderers who are eligible for preferences in terms of **MBD 6.1**: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).
- 7.3. The terms and conditions of **MBD 6.1** shall apply in all respects to the tender evaluation process and any subsequent contract.

8. DEFINITION OF TERMS

- 8.1. None

9. ABBREVIATIONS

- | | |
|-----------|----------------------------------|
| 9.1. SCM | Supply Chain Management |
| 9.2. MFMA | Municipal Finance Management Act |

NAMA KHOIMUNICIPALITY

FUNCTIONALITY POINTS CLAIM FORM

10. GENERAL CONDITIONS

Evaluation Criteria		Maximum Points	Bidder
Item	Measurement (RSA Municipality / Entity)	Scoring	Scoring
Proof Review of GRAP compliant annual financial statements and implementation of GRAP and other relevant new accounting standards and reforms relevant to the AFS presentation for the municipality and possible entities under its control & assistance with External Audit & AG Queries as needed.	2 Points for every clean audit 2018/19 and 2019/20 FY (only for Municipalities / Municipal Entities/Public Entities in similar environment using GRAP standards). (Maximum of 8 points).	8	
	1 Point for every unqualified audit for 2018/19 and 2019/20 FY (only for Municipalities / Municipal Entities/Public Entities in similar environment using GRAP standards). (Maximum of 6 points)	6	

Asset Management as indicated in 3.1.2 and 3.1.3	½ Point for every unqualified municipal / municipal entity audit report for the 2018/19 AND 2019/20 financial year where the tenderer was involved with Asset Management other than (3.11.3) below (Maximum of 6 points)	6	
Unbundling of Infrastructure Assets additions according to GRAP 17 for the 3-year period and capturing of it onto the Asset Register as well as Nama Khoi Municipality's GIS system.	½ Point for every unqualified municipal / municipal entity audit report where the tenderer was involved with the unbundling and measurement of infrastructure assets for the 2018/19 and 2019/20 financial year. (Maximum of 8 points)	8	
Physical Verification of existing IA, and specifications as per 3.1.5 - 3.1.12	½ Point for every unqualified municipal / municipal entity audit report where the tenderer was involved with the unbundling and measurement of infrastructure assets for the 2019/20 financial year. maximum of 8 points)	8	
Measurement of the costs to rehabilitate landfill sites.	2 Points if the service provider is able to provide such a service.	2	
Actuarial valuations of Employee Benefits.	2 Points if the service provider is able to provide such a service.	2	
Development and implementation of business processes and standard operating procedures aligned with Nama Khoi Municipality's systems	Evidence of SOP's being developed and implemented for all financial cycles (Revenue, Expenditure, Supply Chain, Budgeting and Financial Reporting, Asset management).1 point for each of the above. Evidence of previous experience of the Promun Financial System. ½ point per municipality (maximum of 7 points)	7	
Transfer of Skills and training	Evidence of GRAP trainings presented in the municipal environment, and process followed with specific aim of transferring skills to officials & to empower municipal staff to execute their duties unassisted in the municipal environment. (maximum of 2 points)	2	
Relevant Key Staff	2 Points will be awarded to every Chartered Accountant on the staff establishment. Evidence of qualifications and CV must be attached (maximum of 4 points) 2 Points will be awarded to a suitably qualified professional engineer. Evidence	18	

	<p>of qualifications and CV must be attached (maximum of 2 points)</p> <p>2 Points will be awarded to senior staff with at least 3 years mSCOA experience, and with a Financial Accounting Bachelor's Degree or equivalent in accounting. CV and qualification required (maximum of 6 points)</p> <p>2 Points will be awarded per Senior Manager with at least 10 years relevant GRAP experience. Evidence must be attached. Should have been the lead at a municipality receiving a clean audit opinion. (maximum of 6)</p> <p>(Maximum of 18)</p>		
Methodology	<p>3 Points will be awarded if a clear plan is submitted containing specific time lines, their understanding of the objectives of the project and must highlight issues of importance and explain technical approach that will be taken to address issues.</p> <p>(Maximum of 3 points)</p>	3	
		70	

10.1. Bidders must submit a thorough methodology, with time frames.	
10.1.1. Project specific methodology, clearly stating their understanding of the objectives of the project deliverables where issues of importance is highlighted.	
10.1.2. Time frame of individual actions must be included	
11. NOTE:	
11.1. Failure on the part of a bidder to fill in a part of this may be interpreted to mean that the functionality points are not claimed.	
11.2. Failure on the part of a bidder to sign this form will disqualify the bidder.	
11.3. The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim, in any manner required by the municipality.	
11.4. Details of Bidding Firm	
11.4.1. Attach a schedule with the description of the project, details of the employer and contact details of the representative of the employer.	
11.5. Details of key personnel on the Project	
11.5.1. Bidders must submit details of the key personnel to be seconded to the project:	
11.5.2. Experience: Attach a short CV not longer than 1 page, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.	
11.5.3. Proof of the Qualification in the form of certified copy must be attached, as well as professional registration, where applicable.	
12. DECLARATION WITH REGARD TO FUNCTIONALITY	
12.1. I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm declare that points claimed qualifies the firm for the point(s) shown and I / we acknowledge that:	
12.1.1. The information furnished is true and correct.	
12.1.2. In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish documentary proof to the satisfaction of the municipality that the claims are correct.	
12.1.3. If the claims are found to be incorrect, the municipality may, in addition to any other remedy it may have –	
12.1.3.1. recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and	
12.1.3.2. cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;	
SIGNATURE(S) OF BIDDER(S)	DATE
WITNESS 1: SIGNATURE	WITNESS 2: SIGNATURE

**NAMA KHOIMUNICIPALITY
PRICING SCHEDULE for PROFESSIONAL SERVICES**

Tender Number:	BID/NC062/18/2022-2023
Tender Description:	Provision of Technical Accounting Support for a 3-year period
PLEASE NOTE:	<ol style="list-style-type: none"> 1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. 2. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point. 3. All costs MUST be included in the bid price, for rendering of the service at the prescribed destination. 4. Document MUST be completed in non-erasable black ink.
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
the undersigned in my capacity as	
of the enterprise	
<p>HEREBY OFFER TO NAMA KHOIMUNICIPALITY TO RENDER THE SERVICES AS DESCRIBED, IN ACCORDANCE WITH THE SPECIFICATION AND CONDITIONS OF CONTRACT TO THE ENTIRE SATISFACTION OF THE NAMA KHOIMUNICIPALITY AND SUBJECT TO THE CONDITIONS OF TENDER, FOR THE AMOUNTS INDICATED HEREUNDER:</p>	

NR	DESCRIPTION	UNIT CHARGE	TENDER PRICE (R)	TOTAL COST (R)
1.	Review of Annual Financial Statements as per 3.2.1	Fixed Price per annum		
2.	Other GRAP implementation issues	Hourly Tariff		
3.	Asset Management include in 3.1.2 and 3.1.3.	Fixed Price per annum		
4.	Unbundling of Infrastructure Assets according to GRAP 17 for the 3year period and capturing of it onto the asset register and supplying the information to update Nama Khoi Municipality's GIS system as set in 3.1.4	Fixed Price per annum		
5.	Physical Verification of existing Infrastructure Assets and specifications as set in 3.1.5 – 3.1.12	Fixed Price per annum per asset class		
6.	Measurement of the costs to rehabilitate landfill sites.	Fixed Price per annum per landfill site		
7.	Actuarial valuations of Employee Benefits. Costs must be separate for each Different Valuation required, Example Long Service Bonuses, Ex-Gratia Pension Fund Benefits, etc.;	Fixed Price per annum		
8.	Accounting Support and assisting municipal staff with implementation of internal control measures.	Hourly Tariffs		
9.	On the job training with the specific aim of transferring skills to officials & to empower municipal staff to execute their duties unassisted;	Hourly Tariff		
10.	Any other assistance as needed, including new financial requirements such as SCOA implementation.	Hourly Tariff		

11.	Development and implementation of business processes and standard operating procedures aligned with Nama Khoi Municipality's systems.	Hourly Tariff		
12.	Technical assistance with completion and balancing of the budget schedules to ensure alignment between the financial system and the National Treasury database	Hourly Tariff		
13.	Partner / Director > 15 - 20 years' experience (100 hours per annum)	Hourly Tariff		
14.	Senior Manager > 15 years' experience (100 hours per annum)	Hourly Tariff		
15.	Other Management >10 years' experience (100 hours per annum)	Hourly Tariff		
16.	Senior consultant >7 years' experience (100 hours per annum)	Hourly Tariff		
17.	Junior consultant > 4 years' experience (100 hours per annum)	Hourly Tariff		
18.	Travelling rates per kilometre, for the purpose of evaluation will be based on a total of 12,000 kilometres per annum (SARS rates)	Rate per kilometre		
19.	Travelling time at an hourly rate, for the purpose of evaluation will be based on 200 hours per annum	Rate per hour		
20.	Subsistence cost at an allowance per day, for the purpose of evaluation will be based on 120 days per annum	Daily allowance		
21.	Drafting of Policies for the Finance Department	Hourly Tariff		
		Total		

**NAMA KHOIMUNICIPALITY
SCHEDULE OF WORK EXPERIENCE OF THE TENDERER**

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL VAT)	DATE COMPLETED
Name				
Tel				
Fax				
Email				
Name				
Tel				
Fax				
Email				
Name				
Tel				
Fax				
Email				
Name				
Tel				
Fax				
Email				
Name				
Tel				
Fax				
Email				

Attach additional pages if more space is available.

**NAMA KHOIMUNICIPALITY
SCHEDULE OF WORK EXPERIENCE OF THE TENDERER**

The following is a statement of similar work successfully executed by myself / ourselves:

CURRENT CONTRACTS

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL VAT)	DATE COMPLETED
Name				
Tel				
Fax				
Email				
Name				
Tel				
Fax				
Email				
Name				
Tel				
Fax				
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Email				

Attach additional pages if more space is required.

FORM OF OFFER AND ACCEPTANCE

FORMAL TENDER NO: BID/NC062/18/2022-2023

TENDER DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF VARIOUS PROFESSIONAL SERVICES TO NAMA KHOIMUNICIPALITY FOR A PERIOD OF 36 MONTHS

FORM OF OFFER AND ACCEPTANCE OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Bid no: NC065/T062021

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS. RANDS (in words):

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

R (in figures Vat Incl.)

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 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:		NAME (PRINT):	
CAPACITY:		DATE:	

FOR THE BIDDER

(NAME AND ADDRESS OF THE ORGANISATION):

.....

.....

.....

SIGNATURE:		NAME (PRINT):	
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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 from 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.

Deviations from and amendments to the documents to the documents listed in the TENDER data and any addenda thereof 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, which must be signed by the authorized representative(s) of both parties.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer received one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now contracted) within five days of the date of such receipt notified the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a bidding contract between the parties.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	

FOR THE EMPLOYER

(NAME AND ADDRESS OF THE ORGANISATION):

.....

.....

.....

SIGNATURE:		NAME (PRINT):	
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5.1. SPECIAL CONDITIONS OF CONTRACT (If Applicable)

- 5.1.1.** The signed tender document will also serve as the contract between the successful bidder and the Municipality.
- 5.1.2.** The successful bidder will be required to enter into a Service Level Agreement with the Municipality.
- 5.1.3.** At any time before the submission of the Tender the Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the tender document by amendment. The amendment will be sent in writing by facsimile or electronic mail to all bidders that requested proposal documents. The amendment will be binding on them.
- 5.1.4.** The Municipality may at its discretion extend the deadline for the submission of Tenders.
- 5.1.5.** The Municipality is not bound to accept any of the Tenders submitted.
- 5.1.6.** If goods or services are procured by means of an order and on arrival are found to be damaged or the goods that are delivered is not as set out on the order. The goods will be returned to the supplier and should be replaced without any additional cost to the municipality.
- 5.1.7.** If the supplier complies with the Functionality Criteria as set out in this tender document. The supplier needs to submit proof by means of valid documents of their compliance with the Functionality Criteria with this tender document.
- 5.1.8.** Payment will be processed 30 days after receipt of invoice.
- 5.1.9.** The custodian of the contract Mr. H Cloete will perform an evaluation on the performance of the successful tenderer on a monthly basis.
- 5.1.10.** If it is found that the performance of the appointed service provider is not up to standard, the Service provider will be requested to rectify the error and/ or provide evidence of rectification, within 7 calendar days as from date of notification thereof. If the error in question is of such a nature or severity, that rectification thereof, needs/ justify more than these stipulated 7 days, such rectification will be finalised within a reasonable time, as from date of notification of such error.

6.1. PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMA KHOIMUNICIPALITY

BID NUMBER:	BID/NC062/18/2022-2023	CLOSING DATE:	11 May 2023	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF VARIOUS PROFESSIONAL SERVICES TO NAMA KHOIMUNICIPALITY FOR A PERIOD OF 36 MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

Nama KhoiMunicipality
20 Dr Nelson Mandela Drive
Calvinia
8190

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	

CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SCM	CONTACT PERSON	Mr. W. C. Jonker
CONTACT PERSON	Shaun M. Wilschut	TELEPHONE NUMBER	027 341 8500
TELEPHONE NUMBER	027 341 8500	FACSIMILE NUMBER	027 341 8501
FACSIMILE NUMBER	027 341 8501	E-MAIL ADDRESS	wjonker@hantam.gov.za
E-MAIL ADDRESS	wilschutsm@hantam.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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:

6.2. TAX CLEARANCE CERTIFICATE REQUIREMENTS

- 6.2.1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 6.2.2. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 6.2.3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 6.2.4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 6.2.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 6.2.6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.2.7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 6.2.8. Nama Khoi Municipality reserves the rights to check with SARS whether a Tax Clearance Certificate is Valid or not.
- 6.2.9. Attach original Tax Clearance Certificate to this returnable Schedule.

6.3. PRICING SCHEDULE – FIRM PRICES (IF APPLICABLE)

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

-
- Required by:
 - At:
 - Brand and Model
 - Country of Origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/Not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD 4

6.4. 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, shareholder²):

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.

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

- (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.

- 3.8. Are you presently in the service of the state? **YES/NO**
- 3.8.1. If yes, furnish particulars:

- 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 the 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.. 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

6.5. 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? 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 POLICY OF NAMA KHOI MUNICIPALITY

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contributor and
- (c) Specific Goals to Promote Economic Development (Locality)

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor and proof of address (municipal account) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution and specific goals to promote economic development (locality) are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

B-BBEE Status Level of Contributor	Number of points for Preference [80 / 20]	Number of points for Preference [90/10]
1	10	5
2	8	4
3	6	3
4	4	2
5	2	1
6	2	1
7	2	1
8	2	1
Non-compliant Contributor	0	0

Points for Locality will be allocated as follows:

Local area of supplier	Number of Points for Preference	
	80/20	90/10
Within the boundaries of the Nama Khoi Municipality	10	5
Within the boundaries of Namakwa District Municipality	6	3
Within the boundaries of the Northern Cape	4	2
Outside of the boundaries of the Northern Cape	0	0

5. BID DECLARATION

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

6. SPECIFIC GOALS POINTS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 5 points)

6.2 LOCALITY =(maximum of 10 or 5 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor and proof of address.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1.
2.

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

MBD 7.2

6.6. CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives/proposals specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing time of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding document, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest
 - Declaration of Bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT):

CAPACITY:

SIGNATURE:

NAME OF FIRM:

DATE:

<p>WITNESSES</p> <p>1.</p> <p>2.</p> <p>DATE:</p>
--

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with terms and conditions of the contract, within 30 days (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT:ON.....

NAME(PRINT):

SIGNATURE:

OFFICIAL
STAMP

WITNESSES

1.

2.

DATE:.....

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

CERTIFICATION

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

6.8. 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 (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

Js9141w 4

7.1. MUNICIPAL RATES AND SERVICES

NAMA KHOI MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:				
		(name of the enterprise)		
hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Nama Khoi Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
That to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER				
MUNICIPAL ACCOUNT NUMBER				
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)				
Therefore hereby agrees and authorises Nama Khoi Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and				
I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.				

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
NAME OF ENTERPRISE			

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

Paragraph 14(1)(a) states that the accounting officer must use the CSD to source accredited service providers of goods and services that must be used for procurements through written, verbal quotations and formal written price quotations. Nama Khoi Municipality has decided to accept an invitation from Provincial Treasury to join the Central Supplier Database (CSD) with the view of using one centralized database. The Municipality make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization’s procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database (CSD) came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH NAMA KHOI MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

Enquiries can be made to MS. R Jacobs

CSD registration number (if registered):

7.3. FORM OF INDEMNITY

THE MUNICIPAL MANAGER
Nama Khoi Municipality

INDEMNITY

Given byName of Company)

.....
(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Service Provider),

represented herein by(Name of Representative) in his capacity as

.....(Designation) of the Service Provider is duly authorised hereto by a resolution dated

..... To sign on behalf of the Service Provider.

WHEREAS the Service Provider has entered into a Contract dated with Nama Khoi Municipality (hereinafter called the Municipality) who require this indemnity from the Service Provider for the Contract: **CONTRACT No: BID/NC062/18/2022-2023 – PROVISION OF PROFESSIONAL CIVIL AND ELECTRICAL ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR A PERIOD OF THREE YEARS IN THE NAMA KHOI MUNICIPAL AREA** that the Service Provider does hereby indemnify and hold harmless the Nama Khoi Municipality in respect of all loss or damage that may be incurred or sustained by the Nama Khoi Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Service Provider in connection with the aforementioned contract; and also in respect of all claims that may be made against the Nama Khoi Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Nama Khoi Municipality in examining, resisting or settling any such claims; for the due performance of which the Service Provider binds itself according to law.

THUS, DONE AND SIGNED for and on behalf on the Service Provider.

At on the day of

..... 2021.

Signed:

Date:

Name:

Position:

7.4. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*Insert separate page if necessary

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

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

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

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

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:
 i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
 ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
 iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
 iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
 iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:

Date:

Name:

Position: