

MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

TENDER NO.: 57/2016

**GEO- HYDROLOGISTS TO BE LISTED ON A DATA BASE FOR VARIOUS MUNICIPAL
INFRASTRUCTURE PROJECTS IN THE PRINCE ALBERT MUNICIPAL AREA.**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
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September 2016

PREPARED AND ISSUED BY:
Supply Chain Management Unit
Prince Albert Municipality
scm@pamun.gov.za
023 5411 036

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**
Mr. D Sarelse
Technical department
Tel. Number: **023 5411 036**

TENDER DETAILS						
TENDER NUMBER:	57/2016					
TENDER TITLE:	GEO - HYDROLOGISTS TO BE LISTED ON A DATA BASE FOR VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS IN THE PRINCE ALBERT MUNISIPALITY AREA					
CLOSING DATE:	30 September 2016	CLOSING TIME:	12H00			
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	N/A	LEVEL AND CATEGORY:	N/A			
BID BOX LOCATION:	Municipal Offices: Admin Department 33 Church Street, Prince Albert					
OFFER TO BE VALID FOR:	30	Days of closing date of tender				
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)						
NAME OF TENDERER:						
NAME OF CONTACT PERSON:						
PHYSICAL ADDRESS:			POSTAL ADDRESS:			
TELEPHONE #:			FAX NO.			
E-MAIL ADDRESS:						
DATE:						
SIGNATURE OF TENDERER:						
CAPACITY UNDER WHICH THIS BID IS SIGNED:						
PLEASE NOTE: 1. Tenders that are deposited in the incorrect box will not be considered. 2. Mailed, telegraphic or faxed tenders will not be accepted. 3. If the bid is late, it will not be accepted for consideration. 4. Bids may only be submitted on the Bid Documentation provided by the Municipality.						
ENQUIRIES MAY BE DIRECTED TO:						
	ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES			
CONTACT PERSON:	Ms. C. Baadjies		Mr. D. Sarelse			
TEL. #	023 5411013		023 5411 036			

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

1. CHECKLIST

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

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 2 Tax Clearance Certificate - Is an ORIGINAL and VALID Clearance Certificate attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 (Declaration for Procurement above R10 million) - Is the form duly completed and signed?	Na		Na	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes		No	
MBD 16 (Key Performance Indicators) - Is the form duly completed and signed?	Yes		No	
OHASA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Specifications - Is the form duly completed and signed?	Yes		No	
Pre-Qualification Criteria - Is the form duly completed and signed?	Yes		No	
Schedule of Sub-Contractors - Is the form duly completed and signed?	Yes		No	
Schedule of Work Experience of Tenderer - Is the form duly completed and signed?	Yes		No	
MBD 3.1 and 3.2 Pricing Schedule - Is the form duly completed and signed?	Yes		No	
MBD 7.2 (Contract form – Services) - Is the form duly completed and signed?	Yes		No	
DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



2. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. 57/2016

GEO-HYDROLOGISTS TO BE LISTED ON A DATA BASE FOR VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS IN THE PRINCE ALBERT MUNICIPAL AREA.

Tenders are hereby invited for **GEO-HYDROLOGISTS TO BE LISTED ON A DATA BASE FOR VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS IN THE PRINCE ALBERT MUNICIPAL AREA.**

Tender documents, in English, are obtainable from **Friday, 16 September 2016**, at the offices of the Supply Chain Management Unit, Prince Albert Municipality, 23 Church Street, Prince Albert; Tel. 023 5411 036 from Ms. Christa Baadjies between 08h30 and 15h30 upon payment of a non-refundable tender participation fee of **R300-00** per set. Alternatively the documents may be downloaded free of charge from the website: www.pamun.gov.za.

Sealed tenders, with: **Tender No. 57/2016: "Geo-hydrologists to be listed on a data base for various municipal infrastructure projects in the Prince Albert municipal area"**.

" clearly endorsed on the envelope, must be deposited in **Tender Box** at the offices of the Prince Albert Municipality, 33 Church, Prince Albert. Bids may only be submitted on the bid documentation issued by Prince Albert Municipality.

The closing date and time of the tender is on **Friday the 30 September 2016 at 12h00** and tenders will be opened in public immediately thereafter in the Boardroom.

Tenders must be valid for **30 days** after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

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

Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of the Prince Albert Municipality.

Please refer enquiries to **Mr. D. Sarelse** at telephone number: **023 5411 320**

3. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

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

3. PARTNERSHIP

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

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

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

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

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 tenderer, 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 tenderer under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. 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.

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- 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:
- 7.3.1. 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
- 7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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- 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. 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
 - 13.1.5. 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.

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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:
- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
- 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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.

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18. Variation orders

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

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

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

22. Penalties

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:
 - 23.1.1. 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;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the 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 purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

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.

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- 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

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,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. 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
- 28.1.2. 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

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

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.

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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

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

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.

General Conditions of Contract (revised July 2010)

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5. GENERAL CONDITIONS OF TENDER
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1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Prince Albert Municipality, 33 Church Street, Prince Albert
2. The tender must be lodged by the Tenderer in the tender box in the finance department, 33 Church Street, Prince Albert
3. **PLEASE NOTE:**
 - 3.1. Tenders that are deposited in the incorrect box will not be considered.
 - 3.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 3.3. Documents may only be completed in black ink.
 - 3.4. The use of correction fluid/tape is not allowed.
 - 3.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 3.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 3.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 3.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. Tenders shall be opened in public at the Prince Albert Municipal Offices as soon as possible after the closing time for the receipt of tenders.
7. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
 - 7.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 7.2. The tenderer shall declare **all** the Municipal account numbers in the Prince Albert Municipal Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
8. This bid will be evaluated and adjudicated according to the following criteria:
 - 8.1. Relevant specifications
 - 8.2. Value for money
 - 8.3. Capability to execute the contract
 - 8.4. PPPFA & associated regulations

9. 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.

10. 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.

11. Validity Period

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

12. Cost of Tender Documents

Payment for tender documents, if specified, must be made by a crossed cheque payable to the Municipality of Prince Albert. These costs are non-refundable.

13. 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. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

14. 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 23: 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 unauthorised 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.

15. Compulsory Documentation

15.1 Tax Clearance Certificate

(a) A valid original Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Tax Clearance Certificate on record. 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 unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the member on record.

(c) If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, 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.

16. Other Documentation

16.1 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.

16.2 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.

17. 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.

18. 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.

19. Samples

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

20. 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.

21. 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 offices of the Prince Albert Municipality 33 Church street.

(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.

22. Expenses Incurred in Preparation of Tender

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

23. Contact with Municipality after Tender Closure Date

Bidders shall not contact the Prince Albert 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 the Prince Albert Municipality, it should do so in writing to the Prince Albert Municipality. Any effort by the firm to influence the Prince Albert Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

24. 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.

25. Evaluation of Tenders

Tenders will be evaluated in terms of the criteria as set out in this set tender document. **Bidders that score less than 80 out of 100 points for the functionality criteria will be regarded as submitting a non-responsive tender and will not be evaluated on price and preference points.**

26. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

27. Contract

(a) The successful bidder will be expected to sign the contract form-rendering of services of this bid document. The signing the contract form-rendering of services 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.

28. 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.

29. Language of Contract

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

30. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

31. 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.

32. 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.

33. 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 councillor 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.

34. Validity of BEE certificates:

- (a) **If the certificate was issued by a verification agency the following must be on the face of the**

certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

(c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

35. Letter of Good Standing from the Commissioner of Compensation

(a) A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

36. Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr D. Sarelse telephone 023 5411 320

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37. Invoices

All invoices must be e-mailed to the following address:
creditors@pamun.gov.za

38. Value-Added Tax (VAT)

- 38.1 Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 38.2 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 38.3 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R5,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

38.4 The VAT registration number of the Municipality is 4690117587

39. Standard Payment Terms

- 39.1 All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 39.2 The supplier may request other payment terms which may be made at the discretion of the Municipality.

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6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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7. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative																					
3.2.	Identity Number	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
3.3.	Position occupied in the Company (director, shareholder² etc.)																					
3.4.	Company Registration Number																					
3.5.	Tax Reference Number																					
3.6.	VAT Registration Number																					

3.7.	Are you presently in the service of the state?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
3.8.1.	If so, furnish particulars:				

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

1. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

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

3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				

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

NB:

a) **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**

b) **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

1. a member of –
 - a) any municipal council;
 - b) any provincial legislature; or
 - c) the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

8. MBD5 – FUNCTIONALITY CRITERIA

SECTION 1.4: FUNCTIONALITY CRITERIA

1.4.1 Tenders will be pre-evaluated on the criteria as set out under 1.4.6

1.4.2 Bidders that score less than 80 out of 100 points for the functionality criteria will be regarded as submitting a non-responsive tender and will not be evaluated on price and preference points.

1.4.3 Unclear or incomplete information provided will result in no points being allocated.

1.4.4 The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation.

1.4.5 Bidders must therefore ensure that all information is provided in detail.

1.4.6 The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	MAXIMUM POINTS
1	Description of general Quality Criteria(excluding project specific criteria as indicated below)	65	
2	Description of Project Field Quality Criteria	20	
3	Description of Project Specific Quality Criteria	15	
TOTAL		100	

1.4.7 Functionality criteria are further divided as follows and points will be awarded as indicated below:

Criterion 1: Description of General Quality Criteria (excluding project specific criteria as indicated separately below

Description	Maximum number Of tender Evaluation points	Bidder Score
a) Staff and Personnel Organisation and support personnel resources in Western Cape Province (Section 1.5.4) 10 points each for any senior geo-hydrologist, with more than 5 years relevant experience 2 point each for any junior geo-hydrologist less than 5 years relevant experience	15	
b) Experience and Region Experience (familiarity) in the Western Cape Province, local conditions, population and knowledge of regional topography and geology 2 points for every project over R 500 000 in value completed by the Bidder, through the processes of Geology and geo-hydrogeology investigations. Compiling of investigation reports for approval by the client. Preparing of tender documentation. Supervision and management of drilling teams within the Western Cape Province over the last 5 years. Analysing of drilling results (Step test and Constant discharge test ect.), water quality and Yield	15	

recommendations.		
c) Knowledge of Municipal Environment Sound knowledge of Municipal Acts, policies and work procedures. 2 points for every project done by the Bidder in a Municipal Environment requiring extensive interaction with officials in a Municipality over the last 5 years	10	
d) Project Management Demonstrated experience in positioning of boreholes and site management of geo-hydrology projects in excess of R500 000 2 points for every project done with a value exceeding R500 000 over the last 5 years	10	
e) Professional Bodies Registration of company with South African Council for Natural Science for professionals 10 points will be given for registration at South African Council for Natural Science or Professionals	10	
g) Quality Assurance Quality assurance systems which ensure compliance with stated employer's requirements 5 points for ISO 9001: 2000 Certification/application	5	
TOTAL EVALUATION POINTS FOR GENERAL QUALITY CRITERIA	65	

a) Staff and Personnel

A detailed summary list must be provided with the Tender Submission, which must have sufficient detail to indicate

how many qualified geo-hydrologists are full time employment of the Bidder, working from offices within the Western Cape Region, as the primary place of work, A clear indication must be given of their academic qualification as well as years of relevant experience. Bidders will be awarded 10 points each for any full time senior geohydrologists with more than 5 years relevant experience and 2 point each for any full time junior geohydrologists working in this field.

This should be declared in 1.5.2

b) Experience and Region

Detailed summary list must be provided with the Tender Submission, which must have sufficient detail to indicate specific projects of over R 500 000 (VAT included) in value which were completed by the Bidder, through the processes of Geology and geohydrogeology investigations. Compiling of investigation reports for approval by the client. Preparing of tender documentation. Supervision and management of contractor teams within the Western Cape Province over the last 5 years

This should be declared in 1.5.5

c) Knowledge of Municipal Environment

As the work required in terms of this Tender is strictly ruled by the prescriptions of the EPWP, MIG, Municipal Finance Management Act and Regulations 56 of 2003 (MFMA), Municipal Supply Chain Management Regulations as well as the CIDB, considerable expertise is needed. In order to measure suitable experience, 2 points will be given for every project completed by the Bidder for a Municipality. A detailed summary list must be provided with the Tender Submission, which must clearly indicate the extent of interaction with officials in the Municipality over the past 5 years.

This should be declared in 1.5.6

d) Project Management

Demonstrated project management experience in the processes of Geology and geohydrogeology investigations. Compiling of investigation reports for approval by the client. Preparing of tender documentation. Supervision and management of contractor teams of geo-hydrologist projects of value in excess of R500 000 (including VAT). As work required in terms of this Tender is expected to of the highest standard, considerable

expertise and experience in the geo-hydrologist is needed. In order to measure suitable expertise, 2 points will be given for every project completed by the personnel indicated in the local office (Section 1.5.7) with a value exceeding R500 000 over the last 5 years. A detailed summary list must be provided with the Tender Submission, which must clearly indicate the experience in geo-horologist projects, by listing of projects completed over the past 3 years.

This should be declared in 1.5.7

e) Professional Bodies

5 points will be allocated to registration of the Bidder as a member of the South African Council for Natural Science for professionals. A copy of membership registration must be provided with the Tender Submission, which must clearly indicate the current registration status of the Bidder.

This should be declared in 1.5.8

f) Quality Assurance

Quality assurance systems employed by the Bidder in his office in order to ensure compliance with stated employer’s requirements ISO 9001: 2000 Certification: Bidders who are certified as being compliant to the International Organisation for Standardisation’s ISO 9001: 2000 quality management standard, will be awarded 5 points/ Proof of certification or application with evidence of previously started process must be attached in order to qualify for these points.

This should be declared in 1.5.10

Note: Where the entity Tendering is a joint venture, provided one of these parties is ISO 9001: 2000 certified, and it has been indicated on the work plan submitted that the party will take responsibility for quality management and then the joint venture will be awarded 5 points in this respect.

Criterion 2: Description of Project Field Quality Criteria

Description	Maximum number Of tender Evaluation points	Bidder score
<p><u>(h) Geohydrologist Experience</u></p> <p>Expertise of geo-hydrologist in development of ground water fields 2 points for every one year experience in this field over the last 5 years</p>	10	
<p><u>(i) Site, drilling and pump tests monitoring</u></p> <p>Expertise of key personnel doing site supervision 2 points for every one year experience in this field over the last 5 years</p>	10	
<p>TOTAL EVALUATION POINTS FOR PROJECT FIELD QUALITY CRITERIA</p>	20	

Note: Where the entity Tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

h) Geo-hydrologist experience

Previous projects in the past five year development of ground water fields (or project grouping) that have been successfully developed by the specific person which will took responsibility of this work. For measuring this requirement 2 points for every one year experience in this field over the last 5 years. A maximum of 10 points can be obtained under this portion. No Tender will be awarded to any Bidder with no specific experience in the specific field, Aside from submitting a general CV for each of the key personnel as required in terms of Section 1.5.2 Bidders must submit a statement for work of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project.

This should be declared in Section 1.5.11

i) Site, drilling and pump tests monitoring

Expertise of personnel allocated to do site supervision/monitoring. Previous projects in the past five years similar to this specific tender project (or project grouping) that have been successfully completed by the specific person which will this work. For measuring this requirement 2 points for every one year experience in this field over the last 5 years. A maximum of 10 points can be obtained under this portion. No Tender will be awarded to any Bidder with no specific experience in the specific field, Aside from submitting a general CV for each of the key personnel as required in terms of Section 1.5.12. Bidders must submit a statement for work of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project.

This should be declared in Section 1.5.12

Criterion 3: Description of Project Specific Quality Criteria

Demonstrate experience in the design & execution of Municipal Infrastructure including:	Maximum number of tender evaluation points	BIDDER SCORE (Indicate which discipline / Number)
(j) Field testing of existing boreholes (k) Borehole siting (l) Environment (m) Drilling of borehole (n) Equipping of boreholes and existing monitoring (o) Reporting Read in conjunction with PART B specifications and pricing schedule: Item 16.1.3 Extent of the work	15	
TOTAL EVALUATION POINTS FOR PROJECT SPECIFIC QUALITY CRITERIA	15	

SECTION 1.5: SCHEDULES TO BE COMPLETED FOR CRITERION 1 to 3

1.5.1 Local office

Bidders must have an office within the boundaries of the Western Cape Province. The address of the local office must be indicated on Schedule below. This will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this Tender submission. The Municipality reserves the right to inspect the offices of bidders and the office should have been established before the tender closes. Offices should remain in operation for the duration of the tender period otherwise the contract will be terminated with immediate effect.

Physically Address of office	
Postal Address of office	
Telephone number	
Fax number	
E-mail	
Contact Person	

1.5.2 Key personnel

In order to be considered for an appointment in terms of this Tender, the Tenderer must have the following key personnel in his permanent employment at the close of Tenders. Alternatively a signed undertaking from a specialist Professional Service Provider, stating that they will undertake the necessary work on behalf of the Tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached Section 1.5.5 and 1.5.6.

- A Geo-hydrologists register with South African Council for Natural Science for professionals with at least 10 (ten) years appropriate and verifiable post graduate experience who will be the Project Director/Principal, and responsible for all work carried out in terms of this Tender
- A qualified Geo-hydrologists with at least 5 (five) years relevant and verifiable post graduate experience, who will be the Project Manager, and responsible for overall project

management of the project.

- An Geo-hydrologists with at least 3 (three) years relevant and verifiable experience in site supervision who can act as Geo-hydrologists representative.

The key personnel must currently be registered with South African Council for Natural Science for professionals .

The registration numbers of these individuals must be indicated on Section 1.5.4. The Curriculum Vitae of all key personnel (including sub-consultants) must be submitted with the Tender submission, appended to Section 1.5.5

1.5.3 Professional indemnity insurance

The employer shall not award a contract to any Bidder that does not hold valid professional indemnity (PI) insurance providing cover in an amount of not less than twice the professional fee amount Tendered by the Bidder, this will be valid in respect of each and every claim during the period of insurance. Proof of insurance must be submitted with the Tender. The Municipality will not be held liable for any claims whatsoever, arising directly or indirectly due to errors made by the appointed Geohydrologists in his overall design, Bill of Quantity, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements/approvals not obtained or complied.

1.5.4 Organization and support personnel resources

The Bidder shall insert in the spaces provided below details of the key personnel required to be in the employment of the Bidder in order for the Bidder to be eligible to submit a Tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

With reference to Criterion 1: Description of General Quality Criteria: a) Staff & Personnel

Name	Job Title	Qualifications	Registration No. Register with South African Council for Natural Science for professionals	No. of Years Specified Experience
Project Director/Principal				
Project Manager				

Geo-hydrologists Representative				

1.5.5 With reference to Criterion 1: Description of General Quality Criteria: b) Experience and Region

A detailed summary list must be provided with the Tender submission, which must have sufficient detail to indicate specific projects of over R 500 000 (VAT included) in value which were completed by the Bidder, through the processes of preparing of tender documentation. Supervision and management of drilling teams .Analysing of drilling results (Step test and Constant discharge test), water quality and Yield recommendations., within the Western Cape Province over the past 5 years.

Regional project successfully completed:

Name of Project And Value	Town	Summary of work

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1.5.6 With reference to Criterion 1: Description of General Quality Criteria: c) Knowledge of Municipal Environment

As the work required in terms of this Tender is strictly ruled by the prescriptions of the Municipal Finance Management Act 56 of 2003 (MFMA), Municipal Infrastructure Grant (MIG) as well as the Construction Industry Development Board (CIDB), considerable expertise is needed. In order to measure suitable experience, 2 points will be given for every project completed by the Bidder for a municipality. A detailed summary list must be provided with the Tender submission, which must clearly indicate the extent of interaction with officials in the Municipality, over the past 5 years.

Municipal projects successfully completed:

Name Of Project	Municipality Involved	Summary of work

1.5.7 With reference to Criterion 1: Description of General Quality Criteria: d) Project Management

Project Management: Demonstrated experience in geo-hydrologist projects of value in excess of R500 000.00 As work required in terms of this Tender is expected to of the highest standard, considerable expertise and experience in the geo-hydrologist field is needed. In order to measure suitable experience, 2 points will be given for every project completed by the personnel indicated in the local office (Section 1.5.1), with a value exceeding R 500 000 over the last 5 years. A detailed summary list must be provided with the Tender submission, which must clearly indicate the experience in compiling of investigation reports for approval by the client. Preparing of tender documentation. Supervision and management of drilling teams within the Western Cape Province over the last 5 years. Analysing of drilling results (Step test and Constant discharge test), water quality and Yield recommendations by listing of projects completed over the past 5 years.

Over R 500 000.00 projects successfully completed:

Name Of Project	Bidder's local office Involvement	Summary of work

1.5.8 With reference to Criterion 1: Description of General Quality Criteria: e) Professional Bodies

It is generally expected that a geo-hydrologist company should function under the umbrella of South African Council for Natural Science or Professionals . 5 points will be allocated for registration of the Bidder as a member. A copy of membership registration must be provided with the Tender submission, which must clearly indicate the current registration of the Bidder.

Company registration with the South African Council for Natural Science or Professionals

Date of registration	Registration Number	Name of registered company

1.5.9 With reference to Criterion 1: Description of General Quality Criteria: : Labour Intensive Project Experience.

Not applicable.

1.5.10 With reference to Criterion 1: Description of General Quality Criteria: g) Quality Assurance

ISO 9001: 2000 Certification

Bidders, who are certified as being compliant to the International Organization for Standardization’s ISO 9001: 2000 quality management standard, will be awarded 5 Tender evaluation points. Proof of certification or application with evidence of previously started process must be attached to in order to qualify for these points.

The extent of the use of this system must be attached in order to qualify for these points.

Quality assurance system

Quality assurance system in office	Date of implementation/ application
ISO 9001; 2000 Certification	

Note: Where the entity Tendering is a joint venture, provided one of the parties is ISO 9001: 2000 certified, and it has been indicated on the work plan submitted that that party will take responsibility for quality management, then the joint venture will be awarded 5 Tender evaluation points in this respect.

1.5.11 With reference to Criterion 2: Description of Project Field Quality Criteria: (h) Geo-hydrologists Experience:

Expertise of Geo-hydrologists, 2 points for every one year experience in this field over the last 5 years

Name	Job Title	No of geo-hydrologist experience (CV verifiable)	Maximum number of tender Evaluation points 10	Bidder Score

1.5.12 With reference to Criterion 2: Description of Project Field Quality Criteria: (i) Drilling team Monitoring:

Monitoring of drilling team. Expertise of key personnel doing on site supervision. 2 points for every one year construction experience in this field over the last 5 year

Name	Job Title	No of years site monitoring. Experience (CV verifiable)	Maximum number of tender Evaluation points 10	Bidder Score

With reference to Criterion 3: Description of Project Specified Quality Criteria:

0,5 points for every one year experience in this field by the specific Geo -hydrologist over the last 5 years. A maximum of 15 points can be obtained under this portion. No Tender will be awarded to any Bidder with no specific experience in this specific field. Aside from submitting a general CV for each of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular criterion

Service	Project title	Max points 2.5
j) Field testing of existing boreholes		

Staff Member	Relevant experience of similar projects attached cv

Service	Project title	Max points 2.5
(k) Borehole siting		

Staff Member	Relevant experience of similar projects attached cv

Service	Project title	Max points 2.5
(l) Environment		

Staff Member	Relevant experience of similar projects attached cv

Service	Project title	Max points 2.5
(m) Drilling of borehole		

Staff Member	Relevant experience of similar projects attached cv

Service	Project title	Max points 2.5
(n) Equipping of boreholes and existing monitoring		

Staff Member	Relevant experience of similar projects attached cv

Service	Project title	Max points 2.5
(o)Reporting		

Staff Member	Relevant experience of similar projects attached cv

9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)

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

1. GENERAL CONDITIONS

- 1.1. **The following preference point systems are applicable to all bids:**
 - 1.1.1. the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to no to exceed R1,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
1.4.1. Price	80
1.4.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.5. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7. The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

-
- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where:

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates. As per the National Treasury Circular issued on 11 May 2015, the Municipality will also accept a sworn affidavit.
- 5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a **CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1. The information furnished is true and correct;
 - 9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - 9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - 9.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - 9.4.1. disqualify the person from the bidding process;
 - 9.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 9.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - 9.4.4. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 9.4.5. forward the matter for criminal prosecution

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

 FOR INFORMATION PURPOSES ONLY

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

1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (ONLY IN TERMS OF THE CODES OF GOOD PRACTICE OF 2007 or 2013)

- 1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.
- 1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
 - 1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
 - 1.2.2. The Auditor's / Accounting Officer's **practice number**;
 - 1.2.3. The name and **physical location of the measured entity**;
 - 1.2.4. The registration number and, where applicable, the VAT number of the measured entity;
 - 1.2.5. **The date of issue and date of expiry**;
 - 1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
 - 1.2.7. The **total black shareholding** and **total black female shareholding**.
- 1.3. In terms of the codes revised in 2013 only an affidavit is required by the municipality. Please contact the municipality at scm@pamun.gov.za to obtain an example of an affidavit.

1. BIDDERS OTHER THAN EMES

These bidders **MUST** submit their **ORIGINAL** and valid **B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

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

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

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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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

11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

PRINCE ALBERT MUNICIPALITY

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

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

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

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

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

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

PHYSICAL BUSINESS ADDRESS(S) OF THE TENDERER	LIABLE FOR MUNICIPAL ACCOUNTS (Yes / No)	IF YES, Please provide account number (s)

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

Director/Member/partner	Physical residential address of the Director / Member / Partner	Liable for municipal accounts (Yes / No)	If Yes, Please provide account number (s)

Signature	Position	Date

Please attach copies of municipal accounts not older than 3 months for all entities / persons liable for municipal accounts

13. MBD 16 – KEY PERFORMANCE INDICATORS

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

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

INTRODUCTION

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

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

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

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

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

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
<p>Prince Albert Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
Contractor’s registration number with the office of the Compensation Commissioner:	
<p>NOTE: A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.</p>	

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

WRITTEN AGREEMENT

This is a written agreement between

PRINCE ALBERT MUNICIPALITY

And

(Name of the MANDATORY)

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

I, _____,

representing the MANDATORY do hereby acknowledge that _____

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

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

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

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

15. FORM OF INDEMNITY

INDEMNITY

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

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

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

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

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OF
PRINCE ALBERT

PART B – SPECIFICATIONS AND PRICING SCHEDULE

16. SPECIFICATIONS

Descriptions of Works

Geo -hydrologists to be listed on a data base for a period of three municipal financial years to assist with various municipal infrastructure projects in the Prince Albert Municipal Area. Appointments will be reviewed annually take into consideration performance of the tenderer. **Tenderers must take note that tenderers qualified to be listed for a period of three municipal financial years does not mean that the tenderer can claim work for the above mention period.**

16.1.1 Employer Objectives

Proposals for the provision of Tendering services will be requested for the planning, preliminary design report (PDR), detailed design, drafting, construction specification, Tender documentation and tender evaluation, site supervision, monitoring and successful completion of the projects for the development of ground water resources, if and when Geo-hydrologists services are required for the 2016/2017 to 2018/2019 financial years.

16.1.2 Overview of the Works

In order to ensure service delivery, and ensure that the projects are finished before the end of the relevant financial years, the Technical / Planning & Integrated Services Directorates has decided to call for assistants of Geo-Hydrologist to complete identified work as an when required .

16.1.3 Extent of the Works

It is anticipated work to be carried out by the Bidder (Consultant) under this contract comprises mainly of the following:

Activities will vary according to the role. But typically include:

Expected work to be carried out by the Bidder (Consultant) is as follows:

- (a) Field testing of existing borehole
 - ✓ Status Que of assessment of existing of boreholes,
 - ✓ Initiation of monitoring of boreholes
 - ✓ Prepare a monitoring plan for current and future boreholes,
 - ✓ Site visit and data capture and ,
 - ✓ Report on existing boreholes and recommendations.
- (b) Borehole siting
 - ✓ Borehole siting/ geophysical and geological survey.
- (c) Environmental
 - ✓ Environmental process where required for example;
 - ✓ Outside the 32 m range of a riverbed (Basic assessment required) and,
 - ✓ In the 32 m range of a riverbed or more than 5m² material moved(formal EIA required)
- (d) Drilling of boreholes
 - ✓ Design and compiling of tender documentation,
 - ✓ Tender evaluation / recommendation and appointment of contractor and secure permission to drill on private property.
 - ✓ Drill and supervise up to capping of borehole (including borehole cap and lock or equip of bore hole),
 - ✓ Pump test of new and old borehole (Step and Recovery) and,
 - ✓ Obtain permission from department of water and sanitation for further pump test of borehole for 90 day test period.
- (e) Equipping of boreholes and existing monitoring
 - ✓ Design and compiling of tender documentation for the equipping of new and old bore holes,
 - ✓ Tender evaluation/ recommendation and appointment of contractors,
 - ✓ Health and Safety Plan and monitoring
 - ✓ Install of data loggers
- (f) Reporting
 - ✓ Final reporting after testing period and,
 - ✓ Wula application

- (g) Admin requirements
- ✓ The compiling of subsequent Tender Documentation including specification according to Prince Albert Municipality's guidelines or requirements
- ✓ The liaison with Prince Albert Municipality for the Tender advertising of the respective projects
- ✓ Tender evaluation of the Tenders received from contractors
- ✓ Manage the appointment of an Environmental consultant on geo-hydrologists projects, should it be required
- ✓ Manage the appointment of an OH&S consultant for construction projects.
- ✓ Management of appointment of civil and mechanical engineering consultants on geo-hydrologists project
- ✓ Provide construction supervision and monitoring.
- ✓ The successful completion and finalizing of projects.
- ✓ Submission of a Completion reports and AS-BUILT DRAWINGS.

16.1.4 Location of the Works

All works are located within the Greater Prince Albert Municipal boundary.

16.2 Geo-hydrologist

16.2.1 Cost Estimate and Project Phasing

Cost estimates for projects were done at a low level, but must be adhered to, in at least the first year. The second and third year prices may be revised in the next municipal budgets. Even though the Bidder may not claim for any costs incurred now for work planned in future years, the appointment will remain with the successful Bidder and it will be advisable for him to ensure next budget prices are in line with the work actually required.

16.2.2 Scope and Specification of Professional Services

The required Professional Services as referenced is provided below:

Normal Services

16.2.2.1 Report stage

16.2.2.2 Preliminary Design Stage

The Principal Consultant to submit a preliminary design report for approval before the final design is commenced with.

The provision of all services described in Board Notice 206 of 2011: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in the Government Gazette, as amended or amplified upon in the project brief below

16.2.2.3 Design, Tender Working Drawings and Construction Stages

The provision of all services described in Board Notice 206 of 2011 : Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in the latest Government Gazette, as amended or amplified upon in the project brief below.

16.2.2.4 Targeted Procurement

Should the employer during any stage of the project, require the Tenderer to perform work or services pertaining to targeted procurement, such work and or services could entail, but are not limited to, any or all of the following:

- (a) Incorporation of any targeted participation goals,
- (b) The measuring of key participation indicators,
- (c) The selection, appointment and administration of participation and
- (d) Auditing compliance to the above by any contractors and/or professional consultant.

Additional Services

The following services are additional to the normal services provided by the Bidder, unless specifically agreed

otherwise between the Bidder and the employer. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

16.2.2.5 Additional Services pertaining to all Stages of the Project

- (a) Enquiries not directly concerned with the works and its subsequent utilisation.
- (b) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (c) Identification and possible relocation of all buried and existing infrastructure services
- (d) Making arrangements for way leaves, servitudes or expropriations.
- (e) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (f) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the Bidder's control.
- (g) Surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
- (h) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- (i) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (j) Detailed inspection, reviewing and checking of designs and drawings not prepared by the Bidder and submitted by any contractor or potential contractor as alternative to those embodied in Tender or similar documents prepared by the Bidder.
- (k) Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
- (l) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (m) Abnormal additional services by or costs to the Bidder due to the failure of a contractor or others to perform their required duties adequately and timely.
- (n) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- (o) Investigating or reporting on tariffs or charges levy able by or to the employer.
- (p) Advance ordering or reservation of materials and obtaining licenses and permits.
- (q) Preparing detailed operating, operation and maintenance manuals.
- (r) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the Bidder to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the Bidder and the employer prior to the execution thereof.
- (s) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the Bidder provides services.
- (t) Chairing and keeping minutes of all project related meetings.
- (u) Any other additional services, of whatever nature, specifically agreed to in writing between the Bidder and the employer.

16.2.2.6 Construction Monitoring

- (a) If the construction monitoring, as set out in clause C3.3.2 of Board Notice 206 of 2011, is deemed to be insufficient by the employer and/or Bidder, the Bidder may, with prior written approval having been obtained from the employer, appoint or make available additional staff for such construction monitoring as are necessary to undertake additional construction monitoring on site to the extent specifically defined and agreed with the employer. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause C3.3.2 of Board Notice 206 of 2011
 - (b) Alternatively, the employer may appoint or make available staff, as intended in Section 16.2.2.6 (a) subject to approval by the Bidder.
 - (c) Staff, as intended in clauses Section 16.2.2.6 (a) and Section 16.2.2.6 (b) shall report to and take instructions from the Bidder or an authorized representative of the Bidder only and shall be deemed to be in the employ of the Bidder.
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- (d) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the employer prior to the implementation thereof.

(e) If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the Bidder shall provide additional services, including additional site visits, as required and agreed to in writing with the employer prior to commencement thereof.

(f) With reference to Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

The Bidder agrees to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the employer.

The additional services will include the following:

(1) The Bidder must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

(2) The Bidder must execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

(g) The duties of the Bidder for the following four defined levels of construction monitoring, respectively, as indicated per project, according to SACE specifications.

16.2.2.7 Quality Assurance System

A quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the Bidder and to be specifically defined and separately agreed in writing prior to commencement thereof.

16.2.2.8 Other Additional Services

The following are also part of the scope of services in addition to the above Geo-hydrology Services, but will be paid for separately.

- Geo-technical investigations if necessary
- Topographical and land surveys
- Compliance with environmental legislation
- Appoint and manage Environmental Specialist to obtain an Environmental Impact
- Environmental Impact Assessment (EIA) report

16.2.3 Use of Reasonable Skill and Care

The Bidder is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the public.

16.2.4 Brief

16.2.4.1 Terms of Reference

The purpose of the contract is to execute professional functions as per ECSA standards.

16.2.4.2 Specific Requirements

16.2.4.2.1 Report stage

The Bidder shall prepare and submit a detailed report presenting the details of the project, all aspects taken into consideration and the design philosophy.

16.2.4.2.2 Preliminary Design, Design and Tender Stage

The Bidder shall undertake the preliminary design and prepare a report to Council for approval prior to any final designs being prepared.

The Bidder shall be responsible for all service enquiries, way leave applications and obtaining the necessary authority or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out in time.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction of Works, 1st Edition 2004, published by the South African Institution of Civil Engineering. The Bidder shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and a draft Tender/contract document shall be submitted to the Employer for comment

and approval prior to going out to Tender. All drafts must be thoroughly checked by the Bidder's project leader prior to submission. The Tender/contract document shall be submitted to the Employer for checking at least two weeks prior to Tenders being advertised. The Bidder shall supply the Employer with an electronic copy (on CD) of the Tender/contract document once approved.

On approval of the detail design drawings, two sets of paper prints must be submitted to the employer for signature. One set will be kept by the Employer and the other returned to the Bidder. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Bidder shall be responsible for providing the Employer with the required number of (hard) copies of plans and Tender documents for Tender purposes.

2.2.4.2.3 Working Drawings

The Bidder shall prepare any further plans, designs and drawings (over and above the Tender drawings), which may be necessary for the execution of the works.

2.2.4.2.4 Construction Stage

The Bidder shall submit as-built plans to the employer in electronic format (preferably .dwg, otherwise .dxf) as well as one complete set of paper prints.

The completion of all consulting services (including the final inspection at the end of the construction defects liability period, the preparation of the Final Approval Certificate and Final Payment Certificate) shall be deemed included in the construction stage.

16.2.4.2.5 Targeted Procurement

The Bidder shall provide all services related to targeted procurement in respect of the construction contract, the cost of which shall be allowed for in the percentage fee Tendered.

16.2.4.2.6 Additional Services

Construction monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the input of an experienced individual (the geo-hydrologist representative) on site, although not always full time. For this reason it is specified which level service (as per the Guidelines Scope of Services document referred to above) must be provided by the Bidder. It is the responsibility of the Bidder to satisfy himself that the time allowed for is sufficient to protect the Employer's interests, and if the Bidder considers it necessary for the Geo-hydrologist Representative to devote more time to this project then he shall arrange with the employer at the planning stage of the project.

Given that it is common practice in the industry to buy in the services of suitable construction monitoring staff once a project reaches the construction state, the Bidder has not been required to commit himself to any particular individual at Tender state (this contract). It must however be noted that the Employer requires the services of a qualified and competent individual, as a professional Geo-hydrologist with at least five years' experience site monitoring. The employer reserves the right to reject any proposed construction monitoring staff that does not meet these minimum requirements, and to demand an individual with the necessary experience at the rate Tendered.

Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Bidder, in submitting a Tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the Client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the Tender. The Bidder shall, as such, execute all of the duties of the Client as contemplated in the Construction Regulations. Costs towards the appointment of such consultants must be cleared out with the employer before any appointment is made.

The Bidder's attention is also drawn to the responsibilities of the designer of the structures in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Bidder shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and Construction Regulations, 2003, ensure that any sub consultants/contractors employed by the Bidder also comply with the requirements of the Act and Regulations. The Bidder shall enter into an agreement with the employer in this regard before the commencement of any work related to this contract

16.2.4.3 Reporting Requirements

A detailed program must be submitted to the Employer before any commitments are made by either the employer or the Bidder.

The Bidder shall prepare and submit a Tender evaluation report to the Employer within two weeks of Tenders for the construction works having been received.

Once construction is underway, the Bidder shall submit quarterly cost reports to the employer showing expenditure in respect of both the Bidder's appointment and the construction contract together with the

anticipated spend to the end of the financial year in question.

16.2.5 Approvals

The Bidder shall be responsible for obtaining the following approvals:

- Environmental Impact Process (ROD), costs for environmental consultant will be for the employer,
- Approval of the implementation programme from the employer,
- Approval of the detail design, drawings and contract document from the Employer,
- Way leave approval from all service authorities,
- Approval of the Geo-hydrologist Representative from the Employer.
- Notwithstanding any approval received from the Employer, the Bidder shall remain responsible for all work carried out by the Bidder in terms of this contract.

16.2.6 Key Personnel

The Bidder must maintain the involvement of the key personnel allocated to this Tender and per project, as the needs of this contract require. If for any reason these personnel are removed from the specific project, site or office the consulting firm shall replace this specific person with an equal or better qualified and CV's of the person with equal or better experience and capability. Points are given during this Tender Pre-Qualification stage for the key personnel indicated, thus these personnel must be involved and be used in design and/or Project Management

PROCUREMENT

16.3.1 Appointment and Remuneration

A single appointment will be made per project in terms of this contract and the Tender as stated in the schedule of activities

Remuneration of consultants will be **guided** by the fee structure contained in the ECSA Guidelines (as defined previously in this document) and the Tender offered in the schedule of activities. Interim progress payments will be made upon delivery of invoices and the appropriate supporting documentation with regard to work completed.

Regular project monitoring and progress feedback meetings with the employer will be required. The intervals and venue will be determined by the employer. The basic professional fees must make allowance for this.

16.3.2 Time Frame

16.3.3 Contract Works Claims Reporting Procedures

The project time frame for the project will be finalized upon appointment of the consultant.

Reporting Of Incidents

In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor/Sub-contractors and the will adhere to the following procedures:

1. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employers Representative of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.
2. The following documentation must be included with the claim documentation:
Photos of damages caused or suffered as proof or substantiation of the claims, as well as a detailed report from the Bidder.

Bidder to Insure

The Bidder shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least twice the fees provided through this Tender per claim and the number of claims unlimited. The Bidder must provide proof of such insurance to the Employers Representative within 14 (fourteen) days after the notification of acceptance of the Tender. Should the renewal of an existing policy fall within the period prior to the Defects Certificate being issued, a letter of confirmation from the insurance company that such a policy will be renewed and that all premiums have been paid must be attached and the copy of the renewed policy be submitted within 2 (two) months of renewal to the Employers

16.3.4 Vendor Registration

Prospective Bidders are required to register as suppliers on the Prince Albert Municipality's vendors register before any payment can be made. The Bidder is required to record the vendor number in space provided on the cover page of this Tender document.

16.3.5 Site Information

No specific site information will be given in this section, as specific projects will be allocated to successful bidders.

16.3.6 General Non-Compliance to Code of Conduct and any Claims due to Geo- hydrologist or Engineer's error

The Municipality will not be held liable for any claims whatsoever, arising due to errors made by the appointed Geo-hydrologist or Engineer in their execution of their duties, their overall Design, their Bill of Quantities, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements and/or approvals not complied to.

The Geo-hydrologist manages the Contract as agent of the Municipality, as such represents the Municipality and thus remains the Project Principal/Director/Manager throughout, with due responsibility and professionalism. Typical example of such claims include: Contractor standing time Claims due to noncompliance of Environmental Legislation; Extension of Time claims due to errors in the Bill of Quantities and/or Design; Extension of Time due to poor Construction Monitoring etc.

The Geo-hydrologist or Engineer must take responsibility for his/her design, must manage the contractor, monitor construction works and the performance, ensure adequate design supervision, be pro-active & act pre-emptively when errors do arise. Consultants, and any appointed representative (RE,ER), must at all times comply to the ECSA Rules of Conduct as set out in Government Gazette No. 28605, 17 March 2006, BOARD NOTICE 15 OF 2006: Rules of Conduct for Registered Persons: Engineering Profession Act, 2000: (Act No. 46 of 2000). **Severe non-compliance hereof may result in removal of the Bidder from the panel or reduced appointment and allocated workload.**

During Construction a Penalty Fee of R5000 will be deducted from the Fee Certificate for any lack of general Site Safety towards the public, pedestrians, residents, workers and traffic accommodation. This Penalty Fee of R5000 is per specific incident, per site, per day, per area, per project and may only be issued by the applicable Head of Department and/or Director. **Particular attention will be given to adequate construction and warning signage visible; general OHS adherence during works, general Public & Traffic accommodation during works and sufficient site demarcation / barricading.**

Rules of Conduct as set out in Government Gazette No. 28605, 17 March 2006, BOARD NOTICE 15 OF 2006: Rules of Conduct for Registered Persons: Engineering Profession Act, 2000: (Act No. 46 of 2000):

Competency

3(1) Registered Persons: -

- (a) must discharge their duties to their employers, clients, associates and the public effectively with skill, efficiency, professionalism, knowledge, competence, due care and diligence;
- (b) may not undertake or offer to undertake work of a nature for which their education, training and experience have not rendered them competent to perform;
- (c) must, when carrying out work, engage in and adhere to acceptable practices.

Integrity

3(2) Registered Persons: -

- (a) must discharge their duties to their employers, clients, associates and the public with integrity, fidelity and honesty;
- (b) must not undertake work under conditions or terms that would compromise their ability to carry out their responsibilities in accordance with acceptable professional standards;

- (c) must not engage in any act of dishonesty, corruption or bribery;
- (d) must disclose to their employers and clients, or prospective employers or clients, in writing: -
 - (i) any interest, whether financial or otherwise, which they may have in any business undertaking, or with any person, and which is related to the work for which they may be or have been employed; and
 - (ii) particulars of any royalty or other benefit which accrues or may accrue to them as a result of the work; with the client or employer concerned;
 - (iii) the status pertaining to professional indemnity insurance cover;
- (e) may not, either directly or indirectly, receive any gratuity, or commission or other financial benefit on any article or process used in or for the purpose of the work in respect of which they are employed, unless such gratuity, commission or other financial benefit has been authorised in writing by the employer or client concerned;
- (f) must avoid any perceived, real or potential conflict of interest;
- (g) may not knowingly misrepresent, or permit misrepresentation of their own academic or professional qualifications or competency or those of any other person involved with work, nor knowingly exaggerate their own degree of responsibility for any work or that of any person;
- (h) must give engineering decisions, recommendations or opinions that are honest, objective and based on facts that are used in reaching recommendations or opinions given to clients or employers;
 - (i) may neither personally nor through any other person, improperly seek to obtain work, or by way of commission or otherwise, make or offer to make payment to a client or prospective client for obtaining such work;
- (j) may not, unless required by law or by these Rules, divulge any information of a confidential nature which they obtained in the exercise of their duties;
- (k) must notify Council immediately if they become aware of a violation of these

Rules by any other Registered Person;

- (l) must notify council immediately they become insolvent.
- (m) must without delay notify Council if they become aware of any Registered Person who is subject to one or more of the following:
 - (i) removal from an office of trust on account of improper conduct;
 - (ii) being convicted of an offence and sentenced to imprisonment without an option of a fine, or, in the case of fraud, to a fine or imprisonment or both.

Public Interest

- 3(3) Registered Persons: -
- (a) must at all times have due regard and priority to public health, safety and interest;
 - (b) must when providing professional advice to a client or employer, and if such advice is not accepted, inform such client or employer of any consequences which may be detrimental to the public health, safety or interests and at the same time inform the Council of their action;
 - (c) must without delay notify Council if they become aware of any person who has been declared medically unfit by a registered medical practitioner to practise as a Registered Person.

Environment

- 3(4) Registered Persons must at all times -
- (a) have due regard for, and in their work avoid, adverse impact on the environment; and
 - (b) adhere to generally accepted principles of sustainable development.

Dignity of the Profession

- 3(5) Registered Persons: -
- (a) must order their conduct so as to uphold the dignity, standing and reputation of the profession;
 - (b) may not, whether practising their profession or otherwise, knowingly injure the professional reputation or business of any other Registered Person;
 - (c) must provide work or services of quality and scope, and to a level, which is

- commensurate with accepted standards and practices in the profession;
- (d) may not knowingly attempt to supplant a Registered Person in a particular engagement after the client has employed such Registered Person;
- (e) may not advertise their professional services in a self-laudatory manner that is derogatory to the dignity of the profession;
- (f) may not review for a particular client work of another Registered Person, except -
- (i) with the prior knowledge of the other Registered Person, who must be afforded a reasonable opportunity to submit comments to the client on the findings of the review; or
- (ii) after receipt of a notification in writing from the client that the engagement of the other Registered Person has been terminated; or
- (iii) where the review is intended for purposes of a court of law or other legal proceedings, including proceedings arising from these Rules.

Administrative

4. Registered Persons: -

- (a) may not without satisfactory reasons destroy or dispose of, or knowingly allow any other person to destroy or dispose of, any information within a period of 10 years after completion of the work concerned;
- (b) may not place contracts or orders, or be the medium of payments, on their employer's or client's behalf without the written authority of the employers or clients;
- (c) may not issue any information in respect of work prepared by them or by any other person under their direction or control, unless -
- (i) such information bears the name of the organisation concerned; and
- (ii) information so issued is dated and signed by the Registered Person concerned or another appropriately qualified and authorised person;
- (d) must order their conduct in connection with work outside the borders of the Republic of South Africa in accordance with these rules in so far as they are not inconsistent with the law of the country concerned: Provided that where there are recognised standards of professional conduct in a country outside the Republic, they must adhere to those standards in as far as they are not inconsistent with these rules.
- (e) must always ensure adequate supervision of, and take responsibility for, work carried out by their subordinates;
- (f) must ensure that, while engaged as partners, directors, members or employees of a business undertaking which performs work, the control over the work is exercised, and the responsibility in respect thereof is carried out by a Registered Person other than a person registered as a candidate in terms of section 18 (1)(b) of the Act;
- (g) must, when requested by the Council to do so, in writing provide the Council with all the information available to them which may enable the Council to determine which registered person was responsible for any act which the Council may consider prima facie to be improper conduct;
- (h) must notify Council without delay of any change of his or her physical address;
- (i) must within 30 days respond to correspondence received from clients, colleagues and Council in so far as it relates to work or proceedings in terms of these Rules

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17. PRE-QUALIFICATION SCORE SHEET

The bidder's tender must comply with the following to proceed to further evaluation

	Yes / No
Compliance with all general supply chain regulations included in part A	
Scoring at least 20 points on the functionality requirements	
Complying with the required specifications	
The successful Service Provider will be bound to the strictest confidentiality and will be expected to conduct itself in a manner that does not compromise the Prince Albert Municipality or bring any undue reputational damage which may be unforeseen at the time of the service being conducted. All resultant data and intellectual property that emanates from this contract will be the property of the Prince Albert Municipality and the bidder must confirm full compliance with this requirement.	
All data will remain the property of the Prince Albert Municipality. The bidder must confirm full compliance with this requirement. A data export facility must be made available for extract to other systems	

The bidder must provide information as requested. Failure to provide evidence may result in the tender not being evaluated further.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

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18. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Prince Albert Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			

Number of sheets appended by the tenderer to this schedule (If nil, enter **NIL**)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

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

COMPLETED CONTRACTS							
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED	DATE COMPLETED
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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21. MBD 3.1 PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Prince Albert Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Prince Albert Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PRICING SCHEDULE:

SECTION : PRICING INSTRUCTIONS

The offered Tender amounts shall be based on the estimate values given in the project tables, keeping in mind that these values are given for comparative calculation only. These budgetary amounts include fees payable towards the

Bidder as the engineering consultant, environmental consultants, safety consultants, any other work such as surveying not specifically done by the Bidder, as well as any other expenses towards the finalisation of the construction of the projects.

Direct costs (claimed as Recoverable Expenses) offered by the Bidder are to be calculated based on the given information and should exclude any costs towards the appointment of specific expertise such as geotechnical, environmental or safety consultants or surveyors. This is for the recoverable expenses such as disbursements that include for expenses such as travel (also for site supervision), accommodation, typing, copying, printing, additional testing etc. that will be required during the project, not covered elsewhere.

The previous (2011) Guideline Scope Services and Tariff of Fees used for Persons in Terms of the Engineering Profession Act, 2000, Clause 3.2, as published in Government Gazette shall be used as a basis for the fee calculations. Future year projects shall use the year that project starts to determine applicable date of fees published.

As stated in the Tender part of this document, a maximum of 0% (nul%) discount on the standard "basic" fees, category factors as well as other allowable additional fees combined may be offered by the Bidder.

For ease of comparison of Tenders, the base value for calculation of the fees offered for any construction project will

be taken as 100% of the budget values given.

Specific ECSA rates towards site supervision will be taken at the time of construction.

Any "category factors" foreseen and allowed, such as provision for additional fees for Reinforced concrete and structural steel work will be as specified by ECSA.

The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Employer for

the work described under the various payment items. Such amounts shall cover all the costs and expenses that may be

required for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the Tender documents.

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The Bidder shall take into consideration when providing rates that he shall act as the Employer’s Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003. Costs towards an individual safety consultant may be provided from the construction Tenders, not to be financed by the Bidder.

The Employer reserves the right to reduce or increase the scope of works according to the budget, or to terminate this contract, without payment of any penalty in this regard. The Bidder shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.3 of the Standard Professional Services contract. Bidders should note that those recoverable expenses listed in the Activity Schedule may be reimbursed to the Bidder.

No reimbursements of costs for subsistence, typing, printing/copying (other than reports and/or Tender documents) communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered. The reproduction of Tender documents may be done by the municipality, should arrangements be made in advance.

FEES OFFERED

Note fees may adjust due to complexity of project, duration awarding the contract to the service provider or factors beyond the control of the service provider and client.

Item No.	Description	Unit	Qty	Rate	Amount
Field testing of existing borehole	Status Que of assessment of existing boreholes	No	4		
	Initiation of monitoring of boreholes	No	2		
	Prepare a monitoring plan for current (2) and future(2) boreholes	No	Current 2 Future 2		
	Site visit and data capture and	No	2		
	Report on existing boreholes and recommendations	No	2		
Item No.	Description	Unit	Qty	Rate	Amount
Borehole siting	Borehole siting/ geophysical and geological survey	No	2		
Item No.	Description	Unit	Qty	Rate	Amount
Environmental	Environmental process where required for example Outside the 32 m range of a riverbed (Basic assessment required) and	No	1		
	In the 32 m range of a riverbed or more than 5m² material moved(formal EIA required)	No	1		
Item No.	Description	Unit	Qty	Rate	Amount
Drilling of boreholes	Design and compiling of tender documentation	No	1		

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	Tender evaluation / recommendation and appointment of contractor and secure permission to drill on private property.	No	1		
	Drill and supervise up to capping of borehole (including borehole cap and lock or equip of bore hole)	No	1		
	Pump test of new (1) and old(2) borehole (Step and Recovery) and	No	1 new 2 old		
	Obtain permission from department of water and sanitation for further pump test of borehole for 90 day test period. (3 boreholes)	No	3		
Item No.	Description	Unit	Qty	Rate	Amount
Equipping of boreholes and existing monitoring	Design and compiling of tender documentation for the equipping of new and old bore holes for each borehole, pipe diameter 75 mm diameter, length 600m static head 500m	No	2 old 2 new		
	Tender evaluation/ recommendation and appointment of contractors for drill and pump test of new boreholes	No	2		
	Health and Safety Plan and monitoring	No	1		
	Install of data loggers new bore holes	No	2		
Item No.	Description	Unit	Qty	Rate	Amount
Reporting	Final reporting after testing period and (2 new boreholes)	No	2		
	Wula application (2 new boreholes)	No	1		
				Subtotal	
				Plus 14% VAT	
				Total	

All new bore holes to be drill up to a depth of 300 meters. Estimated depth of old boreholes 220 meters. All field work will be done in a radius of 60 km measured from Prince Albert Town

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

22. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. **NO correction fluid/tape may be used.**
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (to be completed by the TENDERER)

1. I hereby undertake to render services described in the attached bidding documents to **Prince Albert Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **57/2016: GEO-HYDROLOGISTS TO BE LISTED ON A DATA BASE FOR VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS IN THE PRINCE ALBERT MUNICIPAL AREA.**
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Filled in task directive/proposal
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2001
 - (f) Declaration of interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract.
4. 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.
5. 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.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

**CONTRACT FORM - RENDERING OF SERVICES
PART 2 (to be completed by PRINCE ALBERT MUNICIPALITY)**

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 the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ on this _____ day of _____ 20_____.

TO BE COMPLETED BY THE PRINCE ALBERT MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

23. DECLARATION BY TENDERER

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

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

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

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

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

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

MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

PART C – DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Supplier on the Central Supplier Database, COMPLETE THIS SECTION		
CENTRAL DATABASE SUPPLIER NUMBER			
Unique registration reference			
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Supplier on the Central Supplier Database, it is compulsory to register on the Central Supplier Database at www.csd.org.za . Proof of registration must be provided by closing date of tender.
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