

TENDER NOTICE

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TENDER DOCUMENT CLOSED BID

TENDER NO		GRDM/17/23-24	
TENDER DESCRIPTION		REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID	
PERIOD		ONCE OFF	
CLOSING DATE	05 DECEMBER 2023	CLOSING TIME	11:00
POSTAL ADDRESS: Garden Route District Municipality Attention: Supply Chain Management Unit PO Box 12 George, 6530 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope. Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Garden Route District Municipality 54 York Street George 6529	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT GARDEN ROUTE DISTRICT MUNICIPALITY GEORGE		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 12, George, 6530, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER:			
CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)		R	
PREFERENCE CLAIMED FOR:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES			
VALIDITY PERIOD: AVAILABLE FOR 120 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
Miss Sandisa Gologolo Tel: (044) 803 1313 E-mail: sandisa@gardenroute.gov.za		Mr Alwin Fuller Tel: (044) 803 1372 / 069 178 4779 E-mail: alwin@gardenroute.gov.za	

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document.

Description of document	Document number	Yes	No
Bid Conditions & Information		<input type="checkbox"/>	<input type="checkbox"/>
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1	<input type="checkbox"/>	<input type="checkbox"/>
Terms of Reference		<input type="checkbox"/>	<input type="checkbox"/>
Current Municipal Certificate / Lease Agreement		<input type="checkbox"/>	<input type="checkbox"/>
Pricing schedule – firm prices (purchases)	MBD 3.1	<input type="checkbox"/>	<input type="checkbox"/>
Form of Offer & Acceptance		<input type="checkbox"/>	<input type="checkbox"/>
Declaration of Interest	MBD 4	<input type="checkbox"/>	<input type="checkbox"/>
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1	<input type="checkbox"/>	<input type="checkbox"/>
Formal contracts for services	MBD 7.1	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of bidder's past supply chain management practices	MBD 8	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of independent bid determination	MBD 9	<input type="checkbox"/>	<input type="checkbox"/>
Authority of Signatory		<input type="checkbox"/>	<input type="checkbox"/>
General Conditions of contract & Bid Requirements		<input type="checkbox"/>	<input type="checkbox"/>
Annexure A : Past Experience		<input type="checkbox"/>	<input type="checkbox"/>

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE

.....
DATE

BID CONDITIONS AND INFORMATION

- 1 Agreement**

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Garden Route District Municipality that his/her bid has been accepted.
- 2 Completion of Bid Documents**
 - (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
 - (b) Bid documents may not be retyped or altered in any way.
- 3 Alteration or Qualification of Bid**

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity must be cleared with contact person for the bid before the closure date.
- 4 Authorised Signatory**
 - (a) ***A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing 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 authorized to sign it for and on behalf of the bidder.
- 5 Submission of Bid**
 - (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the ***Tender Box at the Garden Route District Municipality by not later than 11h00 on 05 December 2023***
 - (b) ***Faxed, e-mailed and late bids will not be accepted. Bids 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.***
- 6 Opening, Recording and Publications of Bids Received.**
 - i. Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents.
 - ii. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
 - iii. Bids received in time recorded and entered in a register which is open for public inspection.
- 7 Tax Clearance Certificate / SARS TCS Pin**
 - i. Compulsory requirement to submit active, valid Tax Compliance Status Pin (TCS) for independent verification of Tax status as at Bid evaluation stage.
 - ii. Bids submission not supported by a valid SARS TCS Pin will be non-compliant.
 - iii. Consortia / joint ventures /sub-contractors are involved; each party must submit individual SARS TCS Pin.
 - iv. It is incumbent upon the bidder to ensure their own Tax Compliance status is maintained for the duration of Bid Validity period; non-tax compliant bidders will be disqualified.**
- 8 Evaluation of Bids**

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.
- 9 Acceptance or Rejection of a Bids**

The Garden Route District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Garden Route District Municipality does not bind itself to accepting the lowest bid.
- 10 Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Garden Route District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).
- 11 Site Meeting**

No site meeting.
- 12 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.

- 13 Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Policy of Garden Route District Municipality, pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 15 Expenses Incurred in Preparation of Bid**
The Garden Route District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 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 Garden Route District 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.
- 17 Validity Period**
Bids shall remain valid for 120 days after the bid closure date.
- 18 General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 Municipal Rates, Taxes and Charges**
- i. The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors in its Bid Document submission.
 - ii. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not arranged for a settlement before the bid closure date will be disqualified.
 - iii. *Bids submission not supported by a recent municipal account will be non-compliant. In the event of leasing, a valid lease agreement must be attached to the bid document.*
 - iv. A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality.
 - v. Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality.
- 20 Contact with Municipality after Bid Closure Date**
- i. Bidders shall not contact the Garden Route District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
 - ii. If a bidder wishes to bring additional information to the notice of the Garden District Municipality, it should do so in writing to the Garden Route District Municipality.
 - iii. Any attempt by the firm to influence the Garden Route District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- 21 B-BBEE Supplier Bid Declaration**
- i. Bidders should complete the "preference claimed for" block in front page of the document, bid declaration point 1.4, 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.
 - ii. Bids submission not supported by a B-BBEE certificate / sworn affidavit will be non-compliant.
 - iii. Joint Ventures and Consortiums to submit a valid B-BBEE certificate in the name of the Joint Venture or Consortium

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY					
BID NUMBER:	GRDM/17/22-23	CLOSING DATE:	05 DECEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID				
THE SUCCESSFUL BIDDER WILL BE REQUIRED -TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
GARDEN ROUTE DISTRICT MUNICIPALITY					
SUPPLY CHAIN MANAGEMENT UNIT					
54 YORK STREET					
GEORGE					
6530					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COMPULSORY TO BE COMPLETED BY THE BIDDER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE	R
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCIAL SERVICES		PLANNING AND ECONOMIC DEVELOPMENT		
CONTACT PERSON	SANDISA GOLOGOLO		ALWIN FULLER		
TELEPHONE NUMBER	(044) 803 1313		(044) 803 1372 / 069 178 4779		
E-MAIL ADDRESS	sandisa@gardenroute.gov.za		alwin@gardenroute.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER NOTICE

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FORMAL TENDER ADVERT

CLOSED BID

Tenders are hereby invited for:		REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID			
Advertisements:	Municipal Notice Boards; Municipal Website & E-Publication				
Tender Number:	GRDM/17/23-24	Publish date:	09 NOVEMBER 2023	Closing date:	05 DECEMBER 2023
Tender application's closing time: 11:00 Tenders will be opened immediately after the aforementioned time at the Garden Route District Municipality Head Office, 54 York Street, George.					
Where to access tender documents					
Tender documents are obtainable from Ms. Sandisa Gologolo during office hours (Mondays to Thursdays, 08:00 - 16:30 and on Fridays, 08:00 - 13:30). Tel: 044 803 1313 E-mail: sandisa@gardenroute.gov.za			Printed copies of the tender can be obtained at a non-refundable fee of R200.00, payable to a cashier at Garden Route District Municipality's Supply Chain Management Unit, Ground Floor, 54 York Street, George or by downloading documents free-of-charge from the Garden Route District Municipality website at www.gardenroute.gov.za		
TENDER SUBMISSION RULES					
Important notes: CLOSED BID: AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID					
<ul style="list-style-type: none">Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document.Tender and supporting documents must be delivered in an envelope, clearly marked "GRDM/17/23-24" at the Garden Route District Municipality's Head Office, 54 York Street, GeorgeTenders may only be submitted on the tender document issued by the Municipality.Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document.A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document, failure to submit the required documents with your bid will render the bid non-responsive. It is incumbent upon the bidder to ensure their own Tax Compliance status is maintained for the duration of Bid Validity period; non-tax compliant bidders will be disqualified.VAT must be included in all prices (VAT vendor must be registered).Late tenders, tenders per fax or e-mail will not be accepted.Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time.Council reserves the right to accept any bid proposal in full or part thereof.Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za if you have not registered on CSD.Tenders will only be considered in accordance with the bid requirements.					
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy of Council based on the Preferential Procurement Regulations of 2022 and the Garden Route District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 10/10 points in respect of B-BBEE level contributor status and Locality.					
Briefing Session:	NONE				
Clarity on bidding procedures may be directed to:	Ms Sandisa Gologolo; Tel: (044) 803 1313; E-Mail: sandisa@gardenroute.gov.za				
Clarity on technical information may be directed to:	Mr Alwin Fuller; Tel: (044) 803 1372; Cell: 069 178 4799 E-Mail: alwin@gardenroute.gov.za				
Notice no.					
Authorised by:	MG Stratu, Municipal Manager, Garden Route District Municipality				

SPECIFICATION/TERMS OF REFERENCE

Tender Name	TENDER SPECIFICATIONS FOR: Request of proposal (RFP) for professional consultants to render section 78 of the structures act study for the Garden Route District Municipality in performing its water services authority functions
SCM Number	GRDM/18/23-24

1 BACKGROUND

The Garden Route District Municipality (GRDM) seeks to appoint a consultant in order to do the section 78 (1) of the structures act assessment for all the 7 Local Municipalities on the function of the Water Services Authority.

The GRDM Council tasked with the responsibility of obtaining the function of water service authority for the region. Subsequent to this management embarked on a number of initiatives that included engaging government departments, local municipalities and other stakeholders to consult on the proposed GRDM position. This process was necessitated by the fact that the current situation in terms of water requirements of the region is not sustainable and therefore the region have to creatively address the issue of water security. To date the GRDM has managed with the assistance of MISA to conduct assessments and present the case on WSA to CoGTA. The objective is to make sure that the region is water secure and hence benefit from the spin-offs thereof. There are studies that were done as far as 2010 to inform this regional approach to WSA (Eden Bulk Water Master Plan)

2 TENDER OBJECTIVE

The Garden Route District Municipality seeks to appoint a professional service provider suitably qualified and experienced to render section 78 of the structure act study on the performing of the water services authority function in the region.

3 TENDER ASSESSMENT CRITERIA

The tender will be assessed in accordance with the following criteria:

- 3.1 MINIMUM COMPULSORY REQUIREMENTS
- 3.2 FUNCTIONALITY ASSESSMENT
- 3.3 PREFERENTIAL PROCUREMENT REGULATIONS ASSESSEMENT

4 MINIMUM REQUIREMENTS

4.1 Submission of reference (**AT LEAST THREE SUBMISSIONS COMPLETED BY THE CLIENT**) and not appointment letters or similar work that has been done.

4.2 The project manager must be ECSA registered.

5 PRICING DATA

PRICING INSTRUCTIONS

- 5.1 The Service Provider is required to provide the services in accordance with the Scope of Work. To provide the work in accordance with the "Scope of Work" embraces all the things necessary and incidental to completing the services.
- 5.2 The service provider is required to price for providing the services relating to each activities provided in Activity Schedule. If a particular activity is not identified, the cost to the Service provider of doing the work shall be deemed to be included in, or spread across, other prices in order to fulfil the obligation to complete the services for the tendered total of the prices.
- 5.3 The service provider is required to include all expenses in the activity schedule. No contract price adjustment for inflation will be provided for.
- 5.4 The consultant is to allocate a budget to each activity in the activity schedule.

PROPOSED APPROACH, BUDGET, AND PROGRAMME

The bidder must complete the below table outlining the proposed approach, proposed budget for allocation for profession fees. Note, however, that the scope of the project is not limited to these line items. The proposed approach should be translated into a proposed project management plan/timeline linked to deliverable.

PRICING SCHEDULE

ACTIVITY	COST
<p>PHASE 1: INTERNAL MECHANISIMS</p> <p>PART A: DETAILED STATUS QUO IN SERVICE DELIVERY</p> <p>A1) Develop a financial model. A2) Service coverage and demographics A3) Physical assets A4) Organizational structure and staffing A5) Cost of the service A6) Tariff structure review A7) Investment needs and capacity A8) Organized labour A9) Other important factors</p>	R
<p>PHASE 2</p> <p>PART B: ANALYSIS OF THE STATUS QUO</p> <p>B1) Current condition of service system B2) Human resources capacity B3) Financial performance B4) Impact of systems surplus / deficits on municipal budget</p>	R
<p>PHASE 3</p> <p>PART C: CONCLUSION ON STATUS QUO</p> <p>1) Overall analysis on the status quo 2) Assessment of whether the optimal internal solution is attainable in the short term, with summarized motivation</p> <p>PAR D: RECOMMENDATIONS</p>	R
<p>TOTAL VAT INCLUDED</p>	R

SCOPE OF WORK

The purpose of these Terms of Reference is to request proposals for the appointment of a professional service provider to conduct Section 78 of the structure act assessment, examine the existing reports, and come up with detailed report with clear recommendations on the implementation plan of the report findings.

PROJECT OBJECTIVES

PHASE 1: Section 78(1) and (2)

CURRENT STATUS QUO OF SERVICE DELIVERY

1. To conduct Section 78 process and to investigate the status quo of the Water and Sanitation services in the areas encompassing each of the Category B local municipalities within the District Jurisdiction of The Municipality.
2. To provide information on service coverage, demographics, physical assets, organisational structure, staffing, legal issues and costs of services to be included.
3. To provide a professional opinion on the status quo, namely the state of the service and its assets, human resources capability, financial performance and the legal and policy environment.
4. To report, as required by legislation, on the immediate and long-term implications of continuing with service provision through the current arrangement or on a regional scale and looking at the (Municipal Systems Act and Municipal Structures Act)
5. To assess all the issues and to determine the benefits of conducting this process and the provision of the function.
6. To make a preliminary list of alternative delivery mechanisms of the service to be analysed in detail with the client and all the stakeholders through workshops before the final report and recommendations is concluded.

ANALYSIS OF STATUS QUO

The consultants are expected to look critically at, and provide professional comment on, the assembled information in the light of current developments in local government and service provision in South Africa and elsewhere. This part of the investigation is designed to give the municipality/region a clear assessment of the challenges it faces, and a preliminary indication of the likelihood of the municipality being able to obtain the optimal mechanism in the short term. Having reviewed the status quo report and options the municipality may decide on an option or before deciding may authorize assessment of other options in phase 1.

Should the study demonstrate the need to assess other mechanisms or options a section 78 (2), Council decision will be required. The consultant will assist the municipality in developing all necessary submissions for the section 78 (2) decision.

PHASE 2: Section 78 (3)

Based on the decision in Phase 1 the consultant will then proceed to Phase 2

- To notify and consult stakeholders, including the local communities of the intention to explore external options of service delivery.
- To analyse the most feasible delivery options (subjecting each option including a public option to the same scrutiny as the internal service as identified in Phase 1 and identify and report on associated legal, regulatory, institutional and risk issues.
- To undertake financial analyses, financial scenarios, and sensitivity models, for the short-listed options (as identified in Section 76 (b)). **The consultant shall clearly disclose the benchmarks applied to determine optimal solutions.** To demonstrate the services future financial sustainability, including debt service, depreciation, and replacement fund requirements if the service were to be optimally provided, meet projected demand, at appropriate alternative levels of service, and is affordable.
- To recommend the most feasible option and outline the way forward: steps required and envisaged periods for implementation of recommendations. Present findings and recommendations to council and other stakeholders to enable decisions about the way forwards.

PHASE 3: IMPLEMENTATION OF EXTERNAL MECHANISM

- To prepare a quote for assisting the council with implementing the particular decision (project preparation).

PHASE 1 INTERNAL MECHANISMS

PART A: Detailed Status Quo in Service Delivery

The consultants shall conduct this investigation in sufficient depth to meet the requirements of the Municipal Systems Act and other relevant legislation and to provide sound analyses for decision-making purposes. As far as possible use is to be made of existing drawings, maps service records, meter records, demographic information, consultant's reports and other data. The Municipality will provide access to all available relevant records. Where information gaps are significant, the consultant is required to identify the gaps and estimate resources to obtain the missing data. The municipality shall review the request. **NOTE: DWS schemes, transferred and to be transferred, are to be included in this assessment. (direct and indirect costs and benefits associated with the internally provided service).**

A1. Develop a Financial Model

A financial model capable of dealing with inputs and evaluation of the expected range of service delivery options will need to be developed that addresses the status quo through to an optimal internal mechanism.

The financial model shall include the following:

- Growth and demand for the service
- Existing and proposed tariff structure
- Free basic water policy
- Factor in indigence
- Capital structure, debt and equity, sources of funds.
- Potential government support
- Potential donor or other funding which may be provided.
- Tax consequences and tax avoidance options
- Future cost of each services and rate of return to the service provider
- Existing debt

In particular, the model shall also be able to handle the following sensitivity variables:

- Different service levels in different geographic areas of the region
- Alternative financing strategies
- Time frames from five years (say a management contract) to 30 years (say a concession)
- Impact of different tariff structures and strategies
- Risk of different levels of collectability
- Sensitivity analyses: change of demand, drought, affordability, availability of grants and interest rate fluctuations.

Clearly, while this is a financial model, it will modify to take account of the special characteristics that are particularly relevant to the municipal area. The outputs from this model will be used to assess the financial viability of the preferred options and their respective impacts on service delivery and the municipal budget. The model should be adaptable to analysis of both Phase 1 and Phase 2 scenarios.

A2 Service Coverage and Demographics

The consultant will review, extract and update present documentation relating to the IDP, WSDP, Municipal Water Sector Plans and DWS infrastructure audit, sustainability audit, policy framework transfer agreements, WSP Agreements and any other documentations relevant. This assessment is of service coverage for both water supply and sanitation services, which includes:

- The number of households currently receiving water supply services, noting the percentage receiving metered services,
- An estimate of households in the service delivery area not currently receiving water supply.
- The current number of commercial, industrial and publicly owned water service recipients, noting the percentage receiving metered services.
- An estimate of the commercial, industrial and publicly establishments, if any, not currently receiving water supply.
- The number of households currently receiving sewerage services.
- An estimate of the number of households in the service delivery area not currently receiving sewerage services.
- Income distribution of households receiving and not receiving water and sanitation services.
- Growth projections of population, commerce, industry and other types of consumer.
- Preparation of a systems coverage map showing the geographic distribution of residential areas receiving and not receiving water and sanitation services and income distribution or other household economic indicators, to the extent readily known.

Information acquired from this exercise is to provide an overview of the existing service, coverage, coverage deficiencies and serve as inputs into recommended levels of service and needed infrastructural extensions and service installations. **NOTE: DWS schemes, transferred and to be transferred, are to be included in this assessment. (Direct and indirect costs and benefits associated with the internally provided services)**

A3. Physical assets

The Consultant will assess all assets used to provide the service of Garden Route District Municipality. Whenever possible, project team members who have worked in the area previously as well as consulting reports and internal studies that may be made available by the Municipality are to be used as sources of information.

After asset assessment, a desktop exercise is to be undertaken to obtain an approximate present value of the assets. The asset assessment is to provide the following:

- Present day value
- Estimated remaining life
- Condition and need for rehabilitation
- Estimated cost of rehabilitation

Use will be made of the knowledge of the Garden Route District Municipality officials as well as any reports that may be made available to determine the age and condition of the system components such as pump stations, pipelines, reticulation systems, equipment, vehicles, etc, which make up the asset register for the water and sanitation system. Where necessary, limited visual inspections are to be performed to confirm the condition of assets. Any reports on non-compliance with distribution system influent and wastewater treatment effluent quality standards should also be reviewed. Based on A2 and A3 above, the output of this determination will be an identification of the rehabilitation, replacement and additional construction needs. Additionally, the estimated remaining life span of existing assets is necessary to assist Garden Route District Municipality with capital expenditure planning and identification of ideal O&M and capital budget requirements in each financial year (short, intermediate and long term planning).

For the water supply and sanitation system, the consultant will perform a water balance; to the extent that data exists, include the following:

- Water supplied
- Water distributed and metered
- Water used of fire protection
- Non-revenue water (water produced by the system, but for which revenue is not realized)
- Wastewater collected and treated
- Wastewater reused (if applicable)
- Wastewater discharged.

To the extent that data exists, the determination of current water balance is to be compared to historical records to assess any deterioration of service provision, as an indicator of rehabilitation needs, where applicable. Data gained is also to be applied in calculating the cost to the municipality of water losses Non Revenue Water. The consultant shall present his opinions regarding the municipality's capacity to manage and reduce-non revenue water. **NOTE: DWS schemes, transferred and to be transferred, are to be included in this assessment.**

A4. Organizational structure & staffing

The consultant will review the efficiency of the existing structure of Garden Route District Municipality water and sanitation service departments and the number of employees, their positions and jobs descriptions. This exercise is to assess for each service, the efficiency of staffing levels, current and future and the overall cost/benefit as to the service coverage and demographics. If deficiencies or excesses are recognized, in relation to generally accepted benchmarks, the consultant is to recommend an optimal organisational staffing plan, its cost/savings, and other benefits gained by inclusion or elimination of additional professionals, skilled and or unskilled employees. **The consultant shall also be required to take a view on the DWS and or other standards adopted above.**

The consultant will identify all outstanding service contracts directly related to the delivery of water and sanitation services and report on key features such as contract period, performance indicators and incentive structure if any. The cost/benefit of said contracts are to be noted and indicated in cost of services analyses.

The consultant will identify all union agreements with Garden Route District Municipality that may impact upon service delivery internally, the possible selection of external service delivery alternatives and quality said impacts. **NOTE: DWS schemes, transferred and to be transferred, are to be included in this assessment.**

A5. Cost of the service

NOTE: DWS schemes, transferred and to be transferred, are to be included in this assessment.

A5.1 Operating Costs

Review and update as necessary the last cost of services assessment prepared by Garden Route District Municipality for both water service and sanitation, including:

- Direct labour cost
- Indirect labour cost
- Direct and indirect administrative staff costs
- All shared staff costs
- Overhead expenses related to the enterprise (including rental of office space, heating, lighting and water)
- Vehicles
- Plant, facility and system maintenance and operating costs, excluding labour and indirect costs
- Chemicals, supplies, fuels and other consumable items
- Existing supplier and service contracts.

If the municipality both purchases and supplies internally bulk water, a preliminary comparison of cost will need to be undertaken. Explore, cursorily, the impact of total municipal supply upon the municipal budget and tariff structure. All the above is to be performed using information relating to the existing service and extrapolated to reflect optimal service delivery cost **(A1-A4 above)**.

A5.2 Debt Service Costs

The consultant will assess the debt on previous capital expenditures for these services as well as the estimated debt retirement dates for each loan. Specifically, the consultant will quantify:

- All external municipal loans outstanding at the end of the fiscal year, with some component attributable to the water/sanitation service-the estimated amount of the loan attributable to the service should be indicated, along with the estimated amount of debt service attributable to the service.
- All internal loans attributable to the water/sanitation service, including the number, total value and the debt service paid during the previous fiscal year.
- Bank overdrafts attributable to the water/sanitation service, including the total amount of such overdrafts at the end of the last fiscal year, as well as the total interest on that overdraft paid during the last fiscal year, and
- Total debt service paid during the previous fiscal year.
- **The impact of any financial liability in the form of security, guarantees etc.**

With information acquired during **A1-A4**, debt service scenarios for an optimized service should also be provided.

A5.3 Service System Revenue Generation

The consultant will assemble information on revenues generated by the water/sanitation system, including:

- Current tariff structure
- Total amount billed for service provision (from residential and non-residential customers);
- Total amount collected for service provision (from residential and non-residential customers) for the current year together with past trends;
- The percentage of the amount uncollected that the municipality regards as bad debt (for residential and non-residential customers), with information on how bad debt is defined. The consultant must motivate its views on current bad debt levels and age analyses of debt greater than ninety days to be earmarked i.e provide a motivation as to why bad debt is at the level reflected.
- Information on collection levels, i.e income distribution, affordability and willingness to pay,
- Other sources of income e.g direct subsidies, cross-subsidies, transfers,
- Sources of funds that have been utilized for capital expenditure.

Use previously collected information to extrapolate the necessary level of income for an optimized internal service.

A5.4 Deficit/ surplus

NOTE: DWS scheme, transferred and to be transferred, are to be included in this assessment. Analyses are to address pre, current and post DWAF transfer scheme's impact on the Municipal budget.

If the service system, when fully ring-fenced in an accounting sense, operates at a deficit, indicate sources of operating funds other than system revenues, including (but not limited to):

- Intergovernmental transfer for operating expenses (amount of total used for water/sanitation);

- Supplements to the general fund from other service accounts (amount of total used for water/sanitation); and
- Supplements to the general fund from the rates account (amount of total used for water/sanitation)

If the services system operates to produce, a surplus used in the general budget to subsidize other services, the nature of the surplus should be ascertained surplus, based on a projected collection rate (***is it budgetary or real?***), or a cash surplus based on actual collections? Is the surplus resulting after proper (industry standard) O&M expenditures or an imposed expense budget?

A5.5 Cost summary

The consultant will estimate the unit per service per recipient from the above information. This information is to also be combined into income and expenditure statements that will reflect the ring-fenced financial status of the service. The objective of all collected information is to demonstrate definitively the status quo base case. Both the case and projected optimal internal ring fenced services, as determined in A1 to A5.4 are to be used to assess the existing internal service delivery mechanism.

A6. Tariff Structure Review

Using previously gathered information, answer the question: at what level of collection, if any, would the current tariff structure, including revenue sharing and the average of the previous 3 years of grants, pay for the cost of the service?. ***At what point of the collection do you break even?***

The approach to answering this question will therefore include:

- Review the present arrangements, both from internal, i.e. Garden Route District Municipality point of view, but also to listen to the public and union perceptions of the current structure;
- Evaluate weakness in both the structure of present tariffs and their impact on affordability and collectability; include in review a step tariff rate versus a flat rate;
- Apply the latest proposals for tariff regulations being developed by the Department of Water and Sanitation.
- Assess the future demographic situation based on existing data and form a prediction on the future ability and willingness to pay. It is recognized that this may need to be a broad brush basis, given the paucity of data-but the aim would be to develop a limited number of scenarios which could be input into the financial model.

A7. Investment needs & capacity

A7.1 Future investment needs

Future demographics, service needs and levels have to be established to estimate future capital investment needs. Any current backlogs, upgrading and rehabilitation will also be addressed. The future capital investment will be prioritized over the next 5 to 10 years. Due to the large uncertainty in this regard, the estimates made will be highly approximate. However, by using the same assumptions on all scenarios the comparisons made will still be relevant. The latest versions of the Integrated Development Plan and Water Services Development Plan should be consulted along with outcomes from optimizing activities undertaken during this study. ***The consultant must determine a set of assumptions in respect of what is the anticipated growth etc. so as to approximate the projections and apply them across the model.***

A7.2 Accumulate Surpluses & Grant Funding

All sources of capital, which Garden Route District Municipality has a realistic chance of accessing, that is included on the multi-year budget, will be identified and reviewed. Accumulated surpluses (represented by cash, not un-collectable debt) available for water/sanitation capital investment should be quantified, along with grant funding expected, as well as already secured.

A7.3 Municipal Borrowing Capacity

The capacity of Garden Route District Municipality to borrow funds for capital investment should be assessed, both in terms of Garden Route District Municipality existing levels of debt, credit standing, as well as its internal management capacity to cost-effectively carry out a borrowing program. Various forms of debt financing, bank loans, project based finance or any other on or off balance sheet, loans are to be assessed **versus the municipality's capital, which arises from debt.**

A8. Organized Labour

Initial contact should be made with organized labour **to seek their views on the existing service delivery mechanism as well as their views on potential delivery improvements. They should be advised** that more in-depth consultations will take place later and that the views and concerns of organized labour will, as required by legislation, be taken into account by the council.

The consultant shall document all consultations in writing, i.e. in the form of minutes of meetings, record all interactions and conversations, written correspondence etc.

A9. Other important factors

The consultant will establish the following:

- Identification of and communication with stakeholders impacted by the sector, e.g. DWS, other councils, other service providers, Unions, Civic associations, traditional leaders, business forums, political groupings, etc. and any important views on potential MSPs that must be immediately recognized.
- The concerns of any stakeholders in the water services industry in Garden Route District Municipality area.
- Status of the IDP
- Any potential legal constraints to re-structuring service delivery such as difficulties in transferring existing contracts and liabilities, **non-compliance with national legislation, breach of condition of permits, licenses and servitudes.**

PART B- ANALYSIS OF STATUS QUO

B1. Current condition of service system

Commentary is required as to whether the service system is capable of providing an acceptable level of service at present and if so, for how far into the future. The causes of problems with the service system should also be identified, e.g. do they result from a lack of maintenance, inadequate management, and/or lack of investment. Comments should include:

- The adequacy of the equipment required to deliver the service
- The adequacy of current maintenance and rehabilitation programmes
- The technical quality of delivery as indicated by compliance with standards, including:
 1. Reliability of supply
 2. Chemical and bacteriological standards
 3. Laboratory services
 4. System maintenance
 5. Safety standards
 6. Environmental compliance
 7. System future
- Any technical matters that should be flagged for attention
- Any implications of the above for rehabilitation needs.
- Consultant opinion of how to eliminate and/or reduce amount of non-revenue water and whether current internal capacity is sufficient to address the issue.

B2. Human resources capability

The consultant will review the current staffing and institutional arrangements, and any plans or projects to improve Garden Route District Municipality and comment on:

- a) Competence with reference to the constitution and legislation, to fulfil the role and responsibility of water services authority and/or water services provider.
- b) The ability and extent to which staff are equipped to meet the roles and responsibility referred to in (a) above and compare with staffing of existing service contracts.
- c) The constraints within the current context on the capacity-human and otherwise-to deliver the service.
- d) Any problems in the way work on the system is structured or managed and the potential for dealing with these problems without resorting to an MSP.
- e) Any problems due to the number of employees or the ways in which they are assigned work and the potential for addressing this without resorting to an MSP.
- f) The performance of any service contracts.
- g) Any serious impediments to restructuring, out-sourcing or other forms of MSP

B3. Financial performance

The consultant will comment on the financial performance of the service. This will include

- The affordability and willingness to pay of consumers and their effect on revenue;
- The tariff structure, revenue collection and scope for improvement;
- The prospects for accessing capital for expansion and rehabilitation;
- The affordability and financial sustainability of current design standards and delivery approach.
- The prospects for offering different service levels and concomitant charges.

B4. Impacts of system surplus/deficits on Municipal budget

A clear understanding of the current financial system is essential, particularly how deficits and surpluses are handled. The consultant will answer the following questions:

- a) If the system operates at a deficit-
 - What are the prospects for eliminating this through improved payment levels?
 - How reliable are the current sources of supplementary finance?
- b) If the system is producing an apparent surplus-
 - Is the size of the surplus appropriate, given national government guidelines that sanitation services should break even and water services should realize no more than 10% surplus? To what extent should the surplus be available to subsidize other services, to what extent should it be used for maintenance of the water and sanitation service system?
 - How might the loss of this surplus to the subsidized services be balanced by gains to Garden Route District Municipality from a service restructuring option, such as a municipal service partnership, in the form of higher payment levels, lower costs of borrowing or other benefits?
 - Is the rest of the municipal budget in line with generally accepted SA budget principles regarding normal shares of costs and revenues contributed by different budget categories?
 - Are there obvious ways to adjusting the rest of the municipal budget so that the reliance on water system surpluses can be reduced? In other words, to what extent should costs for some other services be reduced or revenues increased?
- c) If Garden Route District Municipality charges indirect overheads to the service systems, possibly because of the administrative support provided by departments such as Treasury and Human resources, determine the following:
 - The amount of Garden Route District administrative support expenses that would no longer be covered by revenues from the service system, if the service system were ring-fenced.
 - To what extent is it realistic to expect that these administrative support services could be downsized immediately after the services are out-sourced? Assuming the maximum practical degree of downsizing of these services, quantify the remaining service costs to Garden Route District Municipality over the first year of an outsourcing arrangement.

PART C: CONCLUSION ON STATUS QUO

1. Overall analysis on the status quo
2. Assessment of whether the optimal internal solution is attainable in the short term, with summarized motivation

Drawing on all of the above (sections A and B) the consultant will describe key features of the findings on the implications of continuing with an internal mechanism in order to meet the requirements of Section 78(1) of the Municipal System Act. These are summarized as:

- Direct and indirect costs and benefits of service provision through an internal mechanism;
- Effects on environment, human health, well-being and safety of an internal mechanism;
- Garden Route District Municipality present and potential capacity to furnish skills, expertise and resources for an internal mechanism;
- The potential for re-organization and human resource development to effect delivery through an internal mechanism;
- The likely effect on development, job creation and employment patterns of an internal mechanism;
- The views of organized labour
- The effect of any developing trends in the sustainable provision of municipal services generally.

PART D: RECOMMENDATIONS

At this point, the consultant must review the implications of continuing with an internal delivery mechanism i.e. whether the status quo can realistically provide the means to attaining the optimal internal mechanism or not. If not, the consultant should comment on the scope of partnerships with other private or public service providers, taking into account the preliminary views of major stakeholders and any legal or policy constraints and propose a likely short-list of external delivery mechanisms and possible contract types. **Scope of a regional municipal solution as an alternative option should also be explored.** The main aim is to identify those service delivery alternatives which will enable the Garden Route District Municipality to overcome its

capital expenditure priorities, reduce or eliminate its service backlogs and ensure sustainable delivery which the internal mechanism fails to achieve.

PROJECT DELIVERABLES

- Monthly progress report of water and sanitation delivery activities;
- Establishment of a project steering committee which meet monthly to monitor progress of the project
- Capacity building and skills transfer
- Final close out report with the implementation for the Garden Route District Municipality
- Based on the Intellectual Property rights the final Section 78 document remain the property of the Garden Route District Municipality.

FINALISATION OF SCOPE OF WORK AND PROJECT MANAGEMENT

The final scope of work will be formalized in a Project Implementation and Management Plan, which will be an outcome of the first meeting between the project steering committee and the service provider.

REQUIRED CAPACITY, QALIFICATION, EXPERIENCE & TRACK RECORD

It is important that the candidate/project team demonstrate that they have suitable capacity, qualification, experience and track record to undertake the project. The project team must demonstrate capacity/expertise in water and sanitation provision. Specifically:

- **Capacity:** Bidders must demonstrate that they have adequate human and other resources to dedicate to the project.
- **Qualification & Professional Experience:** Bidders must demonstrate that their team members or manager assigned to this project have the necessary qualification and experience to undertake such project.
- **Experience & Track Records:** Bidders must demonstrate that they at least have 5 years previous relevant experience as a bidder, alternatively that the team members have such a track record of between 5 and 10 years in similar projects, alternatively that team members have such a track record.

FUNCTIONALITY

The bidder must submit:

- Complete all official forms that are included in the bid. Failure to comply may invalidate a bid;
- The proposal must specify a commitment to develop and transfer skills to the GRDM team.

REQUIREMENTS	YES/NO
The names and CV's of all the specialists who will be utilized on the project team with emphasis on academic qualifications and proven track record in similar projects and availability;	
A summary of similar projects undertaken by the bidding company or a principal of the bidding company;	

Two tables listing previous relevant experience as per section should be populated. The tables should include fields as per the example below:

Relevant previous project/activity	Project budget	Date of project/activity inception	Date of completion of project/activity	Names of project team members in this bid who participated in the activity	Name and position of reference person	Contact details of reference person
Project 1 etc.						

BID PROCESS: PRE-QUALIFICATION

The bid process will include a pre-qualification stage where the functionality of bid will be assessed. All bidders/service providers will provide a list of three (3) references who can be contacted to provide an assessment of the service provider's ability and / or performance on similar previous assignment. References cited must have knowledge of the Service Provider's work in all the elements for meaningful comparisons to be made. Shortlisted bidders/service providers may be expected to make a presentation where they will demonstrate similar previous work.

The elements that will be considered for determining qualify/functional are.

QUALITY/FUNCTIONALITY	Score out of 5	WEIGHT/100
<p><u>Company Experience</u> Bidders to submit proof of experience which must entail the following detail:</p> <ul style="list-style-type: none"> a. Summary of previous contract held- Details, Duration, Contact Details of reference as per Table 1 b. Attach reference letters supporting information for each project in (a) and not appointment letters. <p><i>Note: Failure to submit these will lead to no scoring on the evaluation area.</i></p>		
Company have track record in conducting projects of this nature of 2 year and below	1	10
Company demonstrates a greater that 2 years but less than 5 years track record in conducting projects of this nature.	3	
Company demonstrates a greater than 5 years but less than 7 years track record in conducting projects of this nature.	4	
Company demonstrates a 7 years and above track record in conducting project of this nature.	5	

Company has done projects of the same nature that are in existence for more than 2 years after establishment	1	20
Company has done projects of the same nature that are in existence for more than 5 years after establishment	3	
Company has done projects of the same nature that are in existence for more than 7 years after establishment	5	
<u>Quality of proposed methodology (Refer to objectives in scope of work section)</u>		
Proposed methodology is addressing objectives listed in the objectives and focus areas of work	1	35
Proposed methodology is addressing all subjects listed in the scope of work with a costed project plan linked with timeline	3	
Proposed methodology is addressing all objectives listed in the scope of work and includes a costed projects plan linked to timelines. The bidder has demonstrated an advanced understanding of Section 78 industry. The bidder has demonstrated a clear insight into the intent and possibilities for the Garden Route Region regarding the industry and has prepared a comprehensive proposal with some value adding proposal with some value adding propositions.	5	
<u>Qualification of allocated personnel</u>		
Note:		
<ul style="list-style-type: none"> ➤ The bidder will receive no points in this section if basic Curriculum Vitae are not included in the proposal and certified copies of qualification ➤ Bidder must have at least have 3 to 5 personnel - (1x Team Leader, 4x key personnel) to deliver on this project. If bidder have less than 3 personnel, this will results in no points. 		
Team leader with under-graduates qualification in engineering	3	15
Team leader with post-graduates qualification in engineering	4	
Team leader with PHD qualification in engineering	5	
Experience of Allocated Personnel:		
Bidders must demonstrate that their team members or managers assigned to this project have the necessary qualifications and experience to undertake such projects. Key personnel should be qualified and have		

<p>experience in conducting similar work on water and sanitation provision projects and implementation management protocols particularly in South Africa and the Western Cape is highly desirable and with 3-5 years' experience</p> <p>Note: The bidder will receive no points in this section if basic Curriculum Vitae are not included in this proposal.</p>		20
Team leader and key personnel have no experience on conducting project of this nature.	1	
Team leader and key personnel have 2-5 years' experience combined on conducting project of this nature.	3	
Team leader and key personnel have 5 and above years' experience combine on conducting project of this nature.	5	

Bidders will be evaluated on a 5-point scale where 1=weak, 2=average, 3=good, 5=excellent. Bidders will be required to obtain at least 70% in order to qualify in the final evaluation stage. A bidder that score less than 70 points out of 100 in respect on functionally will be regarded as submitting a non-responsive proposal and will be disqualified.

SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Garden Route District Municipality that it is our intention to employ the following subcontractors for work in this contract.

SUBCONTRACTORS					
Category / Type	Sub-Contractor Name; Tel. No.; BBBEE Level		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)	Percentage of subcontract to total contact
1.	Name of firm				
	Contact person				
	Tel No				
	BBBEE Level				
2.	Name of firm				
	Contact person				
	Tel No				
	BBBEE Level				
3.	Name of firm				
	Contact person				
	Tel No				
	BBBEE Level				
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 Principal Agent.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	

REFERENCE SCHEDULE

ASSESSMENT BY NOMINATED REFERENCES PER DISCIPLINE TENDERED FOR:

PLEASE NOTE

This schedule must be completed for each project in order to be awarded points for TRACK RECORD

- The Tenderer is hereby requested to have the schedule below **completed and signed by at least three contactable references** for work completed similar to the scope of works. The blank form can be duplicated for the various references.
- All completed Reference Schedules to be included in the bid submission.
- Clear **contact details of references must be provided**, to enable the verification of referent submissions by Garden Route District Municipality if deemed necessary.

Tenderer (company) being evaluated:				
Referent name:				
Referent Company:				
Postal address of Referent:				
Contact number of Referent:				
Email address of Referent:				
Name of Project being assessed:				
Project Description:				
Project Duration:				
Project Completion Date:				
Final Total Project Cost (excl VAT):				
Referent's overall assessment of the performance of the tenderer in terms of e.g. professionalism, quality of service, technical expertise, time management, and value for money (mark the appropriate block with an X)	Excellent	Good	Average	Poor
Additional comments (if any):				
Signature of Referent:				

Signature		Name (print)	
Capacity		Date	

RECOMMENDATION:

- 1 That the Bid Specifications Committee approves the specifications for the appointment of a Professional Consultant to carry out the Section 78 Study.
- 2 That the Bid Specifications Committee approves the advertisement of a formal tender for the appointment of a consultant to oversee the works as stated in recommendation number 1.

Project Management

Name: Alwin Fuller

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the Garden Route District Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

thus done and signed for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2023

Please note:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER /S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed, **NOT APPLICABLE** with a reason and this **DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **must** be attached to the tender document.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

NAME OF BIDDER		TENDER NO	GRDM/17/23-24
CLOSING DATE	05 DECEMBER 2023	CLOSING TIME	11:00

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

Item No.	Quantity	Description	Bid Price in RSA Currency **(ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

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

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

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

*Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

TENDER NO: GRDM/17/23-24- REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID

OFFER

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

TENDER NO: GRDM/17/23-24- REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

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

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

Signature(s)

Name(s)

Capacity

For the
Employer

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

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
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 favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.	
3	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	Yes / No
3.81	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	Yes / No
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	
3.10.1	Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:</p> <p>If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders, or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principleshareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:.....</p>	<p>Yes / No</p>

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number

The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

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

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

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

PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Point allocation:

Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price;
- (b) Preference points for B-BBEE status level contribution
- (c) Preference points for Locality

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	80	90
Preference Points: B-BBEE Status level Contributor	10	5
Preference Points: Locality	10	5
Total points	100	

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for the tender, B-BBEE certificate or an Affidavit for an Exempt Micro Enterprise, will be interpreted to mean that preference points are not claimed.

1.6 Garden Route District Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preference points, in any manner required by the Municipality.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“B-BBEE”** means broad -based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- (g) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (h) **“Broad-Based Black Economic Empowerment Act”** means the Broad -Based Black Economic Empowerment Act, 2003 (Act No.53 of 2003);
- (i) **“Proof of B-BBEE status level of contributor”** means:

- 1) B-BBEE Status level certificate issued by an authorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (k) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (l) “**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICE

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. For the purposes of this tender the tenderer will be allocated preference points based on the B-BBEE status level contributor status and Locality, stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

A maximum of 10 points B-BBEE Scorecard and a maximum of 10 for locality in a (80/20 preference points system), Maximum of 5 points B-BBEE Scorecard and a maximum of 5 for locality in a (90/10) preference points system), will be allocated as tabled below:

B-BBEE POINTS

B-BBEE Contributor	Status Level of	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
	1	10	5
	2	9	4.5
	3	7	3
	4	6	2.5
	5	4	2
	6	3	1.5
	7	2	1
	8	1	0.5
Non-compliant contributor		0	0

PREFERENCE POINTS FOR LOCALITY

Locality	Number of points for Preference (80/20)	Number of Points for Preference (90/10)
Supplier / Service provider with location within Garden Route District	10	5
Supplier / Service Provider with location within Western Cape Province	5	2.5
Supplier / Service Provider with primary location within South Africa but outside the Western Cape Province	0	0

5. BID DECLARATION

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

4. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.2

4.1 B-BBEE Status Level of Contributor = (Maximum of 10 or 5 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Any EME		
Any QSE		

7.1.2 Joint Venture and Consortiums - Preference points

B-BBEE Preference Points

- i. Joint Ventures and Consortiums must submit a consolidated B-BBEE level contribution certificate in the name of the joint venture or the consortium to be able to claim B-BBEE preference points
- ii. In the absence of a consolidated B-BBEE certificate, the Joint Venture and Consortium may not be awarded B-BBEE preference points.

Locality Preference Points

Joint Ventures or Consortiums to claim preference points for locality within;

- i. Garden Route Region - All members of the Joint Venture or Consortium must reside in Garden Route to be able to claim preference points. If one or more members of the Joint venture or Consortium is not based in the Garden Route, the bidding entity cannot claim any preference points for locality in the Garden Route District.
- ii. Western Cape Province: All members of the Joint Venture or Consortium must be based in the Western Cape Province to be eligible to claim preference for locality. If one or more members of the consortium is not based in the Western Cape Province, the bidding entity may not claim points for locality in the Western Cape.

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality

Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality

Municipality where business is situated:.....

Registered Account Number:.....

Stand Number:.....

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____% black owned:
 - The enterprise is _____% black woman owned:
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE Level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the DTI** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & Stamp

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **GARDEN ROUTE DISTRICT MUNICIPALITY** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number **GRDM/17/23-24- REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - SARS TCS Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

- (i) (Sole Supplier) (Full names..... (Identity Nr)
- (ii) (Registered name of Company/ Close Corporation)
 (Registration Nr.)) and herein represented by , in
 his/ her capacity as.....duly authorised thereto **according to a directors/
 Members resolution of which a copy is attached)**

SIGNED AT ON THIS DAY OF 2023

SIGNATURE.....CAPACITY.....

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I MONDE GIVEN STRATU in my capacity as MUNICIPAL MANAGER accept your bid under reference number: **GRDM/17/23-24- REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID** dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<u>ITEM NO.</u>	<u>PRICE (ALL APPLICABLE TAXES INCLUDED)</u>	<u>BRAND</u>	<u>DELIVERY PERIOD</u>	<u>B-BBEE LEVEL CONTRIBUTION</u>	<u>STATUS OF</u>	<u>BUSINESS LOCATION</u>

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

SIGNED AT **ON THIS** **DAY OF** **2023**

SIGNATURE
NAME (PRINT) **MONDE GIVEN STRATU**
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GRDM/17/23-24 REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID** into the invitation for the bid made by:

GARDEN ROUTE DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....

.....

Signature

Date

.....

.....

Position

Name of the Bidder

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

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name		
Contact number	()	
Address of office submitting the Tender		
Telephone no	()	
Fax no	()	
E-mail address		

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

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

Mr./Ms.....has been duly authorized to sign all documents in connection with tender number: **GRDM/17/23-24- REQUEST FOR PROPOSAL FOR THE PROFESSIONAL CONSULTANTS TO RENDER SECTION 78 STUDY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY IN PERFORMING ITS WATER SERVICES AUTHORITY FUNCTIONS AS PER TENDER FOR THE APPOINTMENT OF A PANEL OF PROFESSIONALS IN THE BUILT ENVIRONMENT TO RENDER SERVICES TO THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR THE PERIOD OF THREE YEARS (AS PER TENDER GRDM/11/22-3) - CLOSED BID** and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the provider, 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 provider 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 provider 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 provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

General Conditions of Contract	
	<p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider 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.</p> <p>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 provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The provider 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.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
7. Performance security	<p>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.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>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:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of</p>

General Conditions of Contract

	<p>the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>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.</p> <p>8.7 Any contract supplies 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 supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The provider 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.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.</p>
13. Incidental services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the provider 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 provider for similar services.</p>
14. Spare parts	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to

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	<p>permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<p>15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider 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.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	<p>17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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.</p>
18. Increase / decrease of quantities	<p>18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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.</p>
19. Contract amendments	<p>19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
20. Assignment	<p>20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
21. Subcontracts	<p>21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.</p>
22. Delays in the provider's performance	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p> <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser</p>

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	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 provider'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 provider.
23. Penalties	23.1 Subject to GCC Clause 25, if the provider 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.
24. Termination for default	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider 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 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 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.</p> <p>24.4 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.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction;</p> <p>(iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 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.</p>
25. Anti-dumping and countervailing duties and rights	25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.
26. Force Majeure	26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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

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	<p>result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.</p>
27. Termination for insolvency	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.</p>
28. Settlement of Disputes	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.</p> <p>28.2 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 provider 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.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
29. Limitation of liability	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the provider 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 provider to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the provider 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.</p>
30. Governing language	<p>30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
31. Applicable law	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
32. Notices	<p>32.1 Every written acceptance of a bid shall be posted to the provider 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.</p> <p>32.2 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.</p>
33. Taxes and duties	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 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.</p>
34. Transfer of contracts	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
35. Amendment of contracts	<p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p>

BID REQUIREMENTS OF GARDEN ROUTE DISTRICT MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER:

FACSIMILE: AREA CODE:

NUMBER:

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a SARS TCS Pin been submitted

Yes / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES / NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.