

BLUE CRANE ROUTE MUNICIPALITY



**PROVISION OF PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN
INTEGRATED INFRASTRUCTURE ASSET MANAGEMENT PLAN FOR BLUE CRANE
ROUTE MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS**

BID NUMBER:23/2026

TENDER DOCUMENT

NAME OF Company/Close Corporation /Partnership/Sole Proprietor /Joint Venture	
TRADING AS	
TENDER AMOUNT	

PROVISION OF PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN INTEGRATED INFRASTRUCTURE ASSET MANAGEMENT PLAN FOR BLUE CRANE ROUTE MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS

T1.1: TENDER NOTICE AND INVITATION TO TENDER

The Blue Crane Route Municipality invites tenders for the **Provision of Professional Services for Development of an Integrated Infrastructure Asset Management Plan for Blue Crane Route Municipality for a Period of Three (03) Years**

INVITATION AND SCOPE OF WORK

Suitably experienced and qualified Service Providers are invited to respond to this Tender invitation T23/2026 for the **Provision of Professional Services for Development of an Integrated Infrastructure Asset Management Plan for Blue Crane Route Municipality for a Period of Three (03) Years**

Bids in a sealed envelope clearly marked **“BID NUMBER:T23/2026; Description: “Provision of Professional Services for Development of an Integrated Infrastructure Asset Management Plan for Blue Crane Route Municipality for a Period of Three (03) Years “**must be placed in the **Bid Box at 67 Nojoli Street, Somerset East**. The closing date for submission is **30 October 2026 by no later than 12h00**; no late submission will be considered. Thereafter bids will be opened in public.

A set of tender documents can be downloaded on www.bcrm.gov.za

Phase 1 Functionality

CRITERIA	MAXIMUM POINTS
Infrastructure Asset Management Plan Undertaken by the Company	10
Experience of Key Personnel	70
Approach paper	10
TOTAL POINTS	90

Bidders must score a minimum of **72** points out of a maximum of 90 points in order to be considered for further evaluation.

Phase 2 Specific Goals

	HDI STATUS	20 points allocation
a)	Race	2
b)	Gender	4
c)	Disability	2
d)	Youth	2
	LOCALITY OF THE ENTERPRISE	
e)	Within the BCRM	4
f)	Within the Sarah Baartman District	2
g)	Within the Eastern Cape	2
e)	In South Africa	2

For any technical enquiries, please contact Ms A Nodunyelwa' Tel: 0422436400 ext. 6470, email: asitandilen@bcrm.gov.za for any SCM related enquiries can be directed to Ms N.Makhalima @ nozukom@bcrm.gov.za or Tel: 0422436441

COMPULSORY TENDER CLARIFICATION MEETING

A compulsory clarification meeting with representatives of the Employer and the Engineer will take place at the Blue Crane Route Municipality **Town Hall** in Somerset East. Location, Latitude: 32°43'10"S, Longitude 25°35'00"E on **06 October 2026** starting at **10:00** where all the contractual and tendering aspects of the documents will be explained followed by a site inspection and an explanation of the technical requirements of the Contract. Attendance and completion of the attendance register is compulsory for all Tenderers. Tenderers must appear on the attendance register to be considered as being present. Each Tenderer to be represented by one official throughout the briefing and a Roll call will be done at the end of the meeting. **Note that Tenderers who are more than 15 minutes late for the meeting will not be allowed to attend the meeting and will not be allowed to sign the attendance register.**

Service Providers shall take note of the following Bid Conditions:

- ↪ The Blue Crane Route Municipality Supply Chain Management Policy will apply.
- ↪ In order to claim Preference points an evidence for claim of **Specific Goals** must be provided as stated on clause 1.2.26 of the Bid Document **No evidence – No points to be claimed.**
- ↪ Bidders should be registered on the CSD Supplier Database with a Tax Compliant Status.
- ↪ Bidders are to submit Certificate of Good Standing from their local municipality.
- ↪ Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
- ↪ Bids which are late, incomplete, not completed in black ink, unsigned or submitted by facsimile or electronically will not be accepted;
- ↪ Bids submitted are to hold good for a period of 90 days.
- ↪ The Blue Crane Route Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- ↪ **It is expected of all bidders to fill in Section 4.4 Authority of Signatory**

Mr Mzwandile Patrick Nini
MUNICIPAL MANAGER
Blue Crane Route Municipality
P O Box 21
Somerset East
5850
29 September 2026

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BLUE CRANE ROUTE MUNICIPALITY					
BID NUMBER:	T23/2026	CLOSING DATE:	30 OCTOBER 2026	CLOSING TIME:	12:00
DESCRIPTION	PROVISION OF PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN INTEGRATED INFRASTRUCTURE ASSET MANAGEMENT PLAN FOR BLUE CRANE ROUTE MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
67 NOJOLI STREET AND EQUIPMENT					
SOMERSET EAST					
5850					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		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	FINANCE DEPARTMENT		CONTACT PERSON	Ms A Nodunyelwa	
CONTACT PERSON	MS N MAKHALIMA		TELEPHONE NUMBER	0422436400/ Ext 6470	
TELEPHONE NUMBER	0422436441		FACSIMILE NUMBER		
FACSIMILE NUMBER	0422432250		E-MAIL ADDRESS	asitandilen@bcm.gov.za	
E-MAIL ADDRESS	nozukom@bcm.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, 2017, 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)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 2.1 Full Name of bidder or his or her representative:.....
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, shareholder etc):.....
- 2.4 Company Registration Number:.....
- 2.5 Tax Reference Number:.....
- 2.6 VAT Registration Number:.....

* "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

.....
.....

2.8 Did you or your spouse, or any of the company’s directors / **YES / NO** shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:.....

.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.9.1 If so, furnish particulars.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/ NO**

2.10.1 If so, furnish particulars.....

.....

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/ NO**

2.11.1 If so, furnish particulars:.....

.....

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

Full name	Identity Number	Personal Tax Reference number	State employee number/ Persal number

DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS
CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH
23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature Date
.....

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- **Points will be allocated on ownership prorated according to the percentage of ownership.**

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

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

1.5 Failure on the part of a bidder to submit proof of Specific Goals together with the bid, will be interpreted to mean that preference points for Specific Goals are not claimed.

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

2. DEFINITIONS

- (a) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (b) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation

by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (c) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“prices”** includes all applicable taxes less all unconditional discounts;
- (e) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goals in accordance with the table below:

5. Specific Goals	Number of points (80/20 system)
HDI - Race	
HDI – Gender	
HDI – Disability	
HDI - Youth	
HDI- Within BCRM	
HDI- Within Sara Baartman District	
HDI-Within the Eastern Cape	
HDI- in South Africa	
Non-compliant	0

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of Specific Goals must complete the following:

7. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 Specific Goals: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of Specific Goals.

8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The Specific Goals of the sub-contractor.....

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SECTION 4.3: MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Seni or Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as to sign all

documentation in connection with Tender.....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE
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Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

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

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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.

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

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1 If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that

the information furnished on this declaration form true and correct.

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

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

MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 2 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). 3 Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BLUE CRANE ROUTE MUNICIPALITY

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

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

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

3 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.

- (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 consortium 4 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.

2 ***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.***

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

PROVISION OF PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN INTEGRATED INFRASTRUCTURE ASSET MANAGEMENT PLAN FOR BLUE CRANE ROUTE MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS

C3 Scope of Work

C3.1 Background, Introduction and Purpose

The Municipal Infrastructure Grant (MIG) is the largest conditional infrastructure grant in South Africa. As a result of continued deliberations there is growing consensus that municipalities should not only be subsidised for building new infrastructure, but also managing the infrastructure that they already have. This realisation resulted in some fundamental changes in the MIG framework from the 2021/2022 Financial Year as published in the Division of Revenue Bill as tabled by the Minister of Finance. The material changes are summarised in the table below:

FRAMEWORK ELEMENT	RELEVANT ADDITION
Strategic Goal	Subsidise the development of asset management plans for infrastructure servicing poor households.
Grant Purpose	To provide specific funding for the development of asset management plans for infrastructure servicing the poor.
Outcome Statements	Improved reliability of basic services infrastructure for poor communities.
Outputs	Number of Infrastructure Asset Management Plans developed.
Conditions	A maximum of 5 percent (5%) of a municipality's allocation may, subject to submitting a business plan for approval by DCoG, be used to fund activities related to the development of an Infrastructure Asset Management Plan. The business plan must be: • Recommended by the relevant sector department; • Accompanied by an Excel copy of the municipality's audited asset register; and • Submitted by 01 April 2024
Responsibilities of the transferring officer and receiving officer	MISA: • Must partake in the assessment of the business plans for the asset management planning provision and make recommendations to the transferring officer. Sector Department (DWS): • Must support the process of the development of water and sanitation infrastructure asset management plans and the updating and verification of asset registers. Provincial Departments: • Must provide support to municipalities with the development of Infrastructure Asset Management Plans

Process for approval of 2025/26 business plans	MISA must sign-off on technical and business plan reports (before submission to sector departments or Acquisition Committees), thereby acknowledging the appropriate use of alternative technology and good practices for MIG and other projects, including for feasibility studies, labour intensive construction, operations and maintenance and integrated infrastructure asset management.
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Goals and Objectives of Infrastructure Asset Management Plan

The municipality is responsible for providing water, sanitation, roads, stormwater, electricity, solid waste management, community services to the community through infrastructure assets. Infrastructural assets are acquired through purchasing, contracting / leasing, construction or donation to meet increased levels of service.

Infrastructure asset management is the process of decision-making, planning and control over the acquisition, use, safeguarding and disposal of assets to maximize their service delivery potential and benefits, and to minimize their related risks and costs over their entire life. This infrastructure asset management plan is a plan to develop the management of Infrastructure Assets with the aim of providing specified levels of service in a cost-effective manner, now and in the future. Multi-disciplinary management techniques (including technical and financial) are combined to determine the aggregated asset life-cycle needs. A significant component of the plan is a long-term cashflow.

The goal of the infrastructure asset management plan is to meet the current and future demand for infrastructure services economically and sustainability (reliable and sustainable services provision). The key focus of infrastructure asset management is:

- Meeting the defined level of service and monitoring its performance
- Using demand management and investing in infrastructure to control the impact of growth
- Using the asset lifecycle approach to develop cost-effective long-term plan to meet the defined service levels
- Increase lifespan of infrastructure assets
- Identifying, assessing, controlling and mitigating risks.

Socio-Economic Profile

Blue Crane Route Local Municipality is a Category B Municipality in the Sarah Baartman District Municipality in the Eastern Cape Province. Blue Crane Route Municipality is named after the South African national bird, the Blue Crane.

Blue Crane Route is the second largest municipality of seven in the Sarah Baartman District, accounting 19% of the geographical area. The municipality covers an area of approximately 11,068 square kilometres with a population of nearly 49 883 people in the three (3) towns of Cookhouse,

Pearston and Somerset East. Somerset East is the administrative centre of the Blue Crane Route Municipal Area and it is situated at the foot of the Bosberg Mountains.

The area is characterized by a small population, low populations density, concentration of employment in agriculture, disinvestment in rural areas, the dominance of one urban centre in the region and the resultant disparity between rural and urban areas. In addition to this, the Blue Crane Route Local Municipality has a high prevalence of poverty and declining employment levels.

An analysis of the contribution of the various economic sectors to the Blue Crane economy may be summarised as follows:

- The transport and communication is the largest contributor to GGP with 22.8% contribution;
- The government sector (particularly health and education) contributes significantly 18.8% to the GGP;
- Finance, business services (12.2) and the manufacturing sector (12%) also contributes significantly to the GGP;
- The contribution of Agriculture (11.3%) has declined in recent years;
- There has been a significant decline in the contribution of the wholesale and retail trade sector; and
- The contribution of community services (9%) and construction (2%) to the GGP has increased over the years.

The construction industry has also experienced growth due to the initiation of renewable energy (Wind Farms) in this area. The manufacturing and government sectors have been consistent contributors to employment in the area. The highest levels of employment in the formal sector are in the agricultural sector and the community services sector. The agricultural sector employs the highest percentage of people therefore it plays a fairly big economic role.

Blue Crane Route Municipality Water Service Authority Obligations

The key pieces of legislation (and their subsidiary regulations) that govern Blue Crane Route LM and are most relevant to this Infrastructure Asset Management Plan are:

- a) Municipal Systems Act – provides the framework for the functioning of the municipality
- b) Municipal Structures Act – provides the framework for the powers and functions of district and local municipalities (Authorises Blue Crane Route LM as the WSA in its area of jurisdiction).
- c) Water Services Act – provides the legal framework for Blue Crane Route LM to function as a Water Services Authority (WSA) and a Water Services Provider (WSP)
- d) National Water Act - provides a framework for the management of water resources
- e) Municipal Finance Management Act – provides the framework for financial management, supply chain management and asset management
- f) Preferential Procurement Policy Framework Act – provides additional requirements regarding procurement.
- g) National Environmental Management Act, which provides the protection of the environment and safe environment for all plants and animals.
- h) Division of Revenue Act – To provide for the equitable division of revenue raised nationally among the national, provincial and local spheres of government for the 2024/25 financial year.

Through the Municipal Structures Act, Blue Crane Route Municipality has been given the powers and functions necessary to perform the Water Services Authority (WSA) function as detailed in the Water Services Act. The Water Services Act also clarifies the role of other water services institutions, including Water Boards (WB's).

As a WSA, Blue Crane Route Municipality is required to:

- Ensure access to efficient, affordable, economical and sustainable water services for all consumers
- Pass relevant bylaws
- Prepare a Water Services Development Plan (WSDP)
- Decide on an appropriate mechanism for providing water services, i.e. either internally or externally perform the function of a Water Services Provider (WSP).

Water and Sanitation Services Challenges in Blue Crane Route Municipality

Blue Crane Route Local Municipality, like many other municipalities in the Eastern Cape is currently struggling to provide reliable water and sanitation services to all within its area of supply. The root causes of this challenge are the following (individually and in combination):

- a) Water and sanitation services planning;
- b) Management skill levels (technical);
- c) Staff skill levels (technical);
- d) Technical staff capacity (numbers);
- e) Water resource management;
- f) Water conservation and water demand management;
- g) Drinking water safety and regulatory compliance;
- h) Basic sanitation
- i) Wastewater / environmental safety and regulatory compliance;
- j) Infrastructure asset management;
- k) Operations and maintenance of assets;
- l) Financial management;
- m) Revenue collection;
- n) Financial asset management;
- o) Information management; and
- p) Water and sanitation services quality.

The above mentioned are not new and as such have been communicated to provincial and national government through the Municipal Strategic Self-Assessment (MUSSA), that is conducted annually by the Department of Water and Sanitation (DWS).

The Need for an Infrastructure Asset Management Plan

The Infrastructure Asset Management Plan is a plan developed for the management of Infrastructure Assets with the aim of providing specified levels of service in a cost-effective manner, now and in the future. Multi-disciplinary management techniques (including technical and financial) are combined to determine the aggregated asset life-cycle needs. A significant component of the plan is a long-term cashflow. Noting its infrastructure challenges, Blue Crane Route Local Municipality requires such a plan.

SCOPE OF WORK

Implied in access to basic services such as water and sanitation is that such services will be provided in a manner that is sustainable. To ensure that this is the case effective infrastructure asset management is required, this is done through what is globally known as an infrastructure asset management plan.

Overview of Infrastructure Asset Management Plan

As above-mentioned, an infrastructure asset management plan is a plan developed for the management of Infrastructure Assets with the aim of providing specified levels of service in a cost-effective manner, now and in the future. Multi-disciplinary management techniques (including technical and financial) are combined to determine the aggregated asset life-cycle needs. A significant component of the plan is a long-term cashflow.

The plan will have the following sections:

- Executive Summary
- Section 1: Introduction
- Section 2: Levels and Standards of Service (Detailed Condition Assessments etc)
- Section 3: Future Demand
- Section 4: Risk Management Plan
- Section 5: Life – Cycle Management Plan
- Section 6: Financial Plan
- Section 7: Asset Management Practices
- Section 8: Performance Management Plan
- Section 9: Action Plan (Projectized)
- Annexures: As Required

Envisaged Scope of Work

To effectively undertake the work required to deliver a credible Infrastructure Asset Management Plan with the nine sections above, the following work must be undertaken (as a minimum):

OUTPUT	REQUIREMENTS	DETAILS
Information and data collection	Within 3 years - the Asset Register must cover all infrastructure assets and provide data to support effective IAM, financial asset classes must be aligned with an asset hierarchy that is appropriate to local circumstances, and realistic Expected Useful Lives. Re-evaluation of all infrastructure assets within 3 years and updated every 3 years thereafter.	• Technical and Financial management staff need to work together to adopt a simple, robust structure. • Adopt processes to keep information up-to date (e.g. add new assets, renew others) • Review systems needs across all sectors • Be sure to check that the input data is in fact reliable • Focus the detail on the more critical infrastructure
Asset knowledge	Arrangements in place to provide Infrastructure Assessment Management reporting capability within 2 years.	Can use a simple system linked to the Asset Register
Levels of Service	Criteria and measures of levels of service (availability and performance) to be adopted by Council within 3 years and included in SDBIP. Actual performance to be established within 3 years, and 5, 10 years targets determined. Include this information in the IDP process.	• Explore possible measures in the first IAMP and refine/confirm in the second • Link Levels of Service to Customer Areas as appropriate • Keep the number of measures manageable • Measures must be easy to implement
Demand	In each IAMP, key drivers of demand are identified and quantified (over 10 years), noting the degree of certainty. Demand management interventions are assessed.	• This is the comprehensive water and sanitation, roads and stormwater, electricity, solid waste management master plan

		• Input information may be available from other sector reports (e.g. WSDP). • Check the SDF. • Where input data is in conflict or missing, state the assumptions made.
Risk Management	IAMPs identify critical and important assets; state the risk management process adopted, and identifies risk responses.	• If there is no corporate framework, use a rudimentary process in first IAMP, and refine. • Use a consistent process across all sectors.
Life-Cycle Plan	IAMPs identify a forecast of budget needs over 10 years of the infrastructure required to support the target Levels of Service (planning, new construction, extensions, upgrading, renewals, O&M, and disposals).	• Can use simple cost modelling • Program renewals with a smooth cash flow requirement • Determine O&M budget needs on the basis of a structured O&M Plan
Financial Plan	IAMPs document the financial status of the municipality, and determine a plan to fund sector infrastructure needs over the 10 year forecast period. State degree of confidence in the budget forecasts.	Consider funding scenarios based on previous years' budgets, demonstrate implications
Practice Improvement Plan	Structured process adopted for the assessment of current practice and an Improvement Plan adopted in each IAMP.	Use a process that can be repeated each year to monitor trends • Can use the World Bank hierarchy as a guideline on what to tackle first.
Action Plan	This is the detail in project format, what must be done (in project format), by when and how much will it cost	This is the implementation plan, mapping out what needs to be done in a detailed manner.

The abovementioned will form part of the detailed terms reference for the appointment of a professional services provider to undertake the work on behalf of the municipality.

The municipality aims to implement the project in three phases over the three (3)-year MTEF period as follows:-

- Phase 1: Development of Water and Sanitation Infrastructure Asset Management Plan
- Phase 2: Development of Roads, Stormwater and Electricity Infrastructure Asset Management Plan
- Phase 3: Development of Solid Waste Management, Community Facilities and Municipal Buildings Infrastructure Asset Management Plan

It must be noted that the municipality intends to procure the services of a professional service provider, through a competitive tendering process, in line with the Municipal Finance Management Act and relevant legislation. The table below provides a preliminary estimate for the development of the plan. The costs provided must be taken as an estimate, and the final cost will be what is submitted by the open market.

C3.4 INFORMATION TO BE PROVIDED BY THE EMPLOYER

For tender purposes, the employer will provide required additional information at the compulsory tender briefing meeting, which will be held physically at the Blue Crane Route head office. The employer will supply the following information to the appointed consultant:

The exact work to be done at Blue Crane Route Municipality in the Eastern Cape Province.

- Contact numbers for the stakeholders, Blue Crane Route municipality staff and relevant National and Provincial colleagues with whom the preparation work and implementation must be facilitated.
- Contact details and general information of the Blue Crane Route Municipality.
- Background information regarding the development of Blue Crane Route Municipality infrastructure management plan.
- The programme management consultant will be introduced to the Team responsible for the capturing of good practices and updating of guidelines.

The employer's task team(s) will be able to facilitate engagements and represent the client with the programme management consultant where necessary on all levels, including at the municipality.

C3.5 PROPOSED PROGRAMME TIMEFRAME

This project planned timeframe and appointment is for three (3) years (36 months).

The purpose of a planned infrastructure asset management plan is to extend over three (3) years (36 months), to provide guide for the municipality on infrastructure optimization and implementation

C3.6 PROCESSES, TASKS AND DELIVARABLES

C.3.6.1 PROJECT INITIATION & INCEPTION

DELIVERABLE 1:

1. Confirm client requirements, project brief, objectives, priorities, constraints and preferences, engage in programme initiation meeting and consultation with the client or client's authorized

- representatives on matters relating to development of infrastructure asset management plan and assist in developing a clear project brief
2. Refine user needs and options, consult with the municipality and all relevant stakeholders in the planning, design and implementation of infrastructure asset management plan projects in the targeted municipalities
 3. Participate in creating the structures and Programme Steering Committee (PSC)
 4. Assess and refine scope of work and required resources – verify functional and geographic representation. Identify options for appointment of sub-consultants if required – liaise with Blue Crane Route Municipality prior to appointments.
 5. Upload information on the BCRM Geographical Information System (GIS)/Municipal Infrastructure Performance Management Information Systems (MIPMIS) and provide feedback on how system can be improved.

Required Deliverables.

- Agreed services and scope of work
- Submission of required documentation, e.g. the Inception Report and Project Implementation Plan (PIP)
- Signed agreements
- Initiation of the appointments of sub-consultants, if required
- Minutes of meetings and required formal reports, e.g. weekly and monthly
- Skills and knowledge transfer plan to the municipality

C.3.6.2 PROGRAMME PREPARATION AND PLANNING

DELIVERABLE 2:

1. Do assessments and investigate to verify data and information, do gap analyse, and obtain details for status quo reports, including recommendations to improve or renew.
2. Prepare and refine concepts for implementation and roll out the programme following the brief, including project scope, scale, character and form. Incorporate certain principles such as continuous improvement to ensure continuous updating of planning with new or improved items e.g. Update the PIP when required.
3. Consolidate all status quo and conditional assessments and link it to PIP. Evaluate and report the implementation readiness of each item and requirements for implementation of the PIP.
4. Produce / update PIP and other documentation for rollout of the work and discuss with the PSC.
5. Engagements with Project Steering Committee to present work done
6. Undertake work necessary to deliver section 1 to 3 of the plan
7. Skills and knowledge transfer to municipality
8. Upload information on the BCRM GIS/MIPMIS System and provide feedback on how system can be improved.

Required Deliverables.

- Deliver sections 1 to 3 of the plan
- Status Quo Reports on all aspects of the work
- Concept and recommendations for the upgrading and improvement of infrastructure asset management planning,
- Revised PIP
- Minutes of meetings and required formal reports, e.g. weekly and monthly

- Progress report on implementation of skills and knowledge transfer to municipal staff. Section 1 to 3 of the Infrastructure Asset Management Plan

C.3.6.3 DEVELOPMENT OF INFRASTRUCTURE ASSET MANAGEMENT PLAN

DELIVERABLE 3:

1. Engagements with Project Steering Committee to present work done
2. Undertake work necessary to deliver section 4 and 5 of the plan
3. Skills and knowledge transfer to municipality
4. Upload information on the BCRM GIS/MIPMIS System and provide feedback on how system can be improved.

Required Deliverables.

- Progress report on implementation of skills and knowledge transfer
- Section 4 and 5 of the Infrastructure Asset Management Plan

C.3.6.4 IMPLEMENTATION OF INFRASTRUCTURE ASSET MANAGEMENT PLAN

DELIVERABLE 4:

1. Execute an awareness campaign to improve awareness of infrastructure asset management plan requirements at municipal council level and in communities
2. Facilitate and assist each target municipality with the project prioritisation. Projects must be related to any of the following: roads, storm water, water and sanitation.
3. Engagements with Project Steering Committee to present work done
4. Undertake work necessary to deliver section 6 to 8 of the plan
5. Skills and knowledge transfer to municipality
6. Upload information on the Blue Crane Route Municipality System (GIS) and provide feedback on how system can be improved

Required Deliverables.

- Progress report on implementation of skills and knowledge transfer to municipal staff.
- Section 6 to 8 of the Infrastructure Asset Management Plan
- Capturing and sharing of all relevant good lessons and practices learnt
- Progress Reports, minutes of meetings
- All required reporting to the Programme Steering Committee (PSC)

C.3.6.5 UPGRADING INFRASTRUCTURE ASSET MANAGEMENT PLAN SYSTEM

DELIVERABLE 5:

1. Undertake work necessary to deliver section 9 of the plan
2. Skills and knowledge transfer to municipality
3. Engagements with Project Steering Committee to present work done

4. Upload information on the BCRM GIS/MIPMIS System and provide feedback on how system can be improved.
5. Capacity building, tools of trade for GIS

QUANTITY	DESCRIPTION
1	T830 A0 36 Inch Multifunction Plotter with additional replacement consumables - Print, copy & scan.

Required Deliverables.

- Progress report on implementation of skills and knowledge transfer to municipal staff and tools of trade for GIS.
- Section 9 of the Infrastructure Asset Management Plan.

C.3.6.6 CLOSE-OUT & HANDOVER

DELIVERABLE 6:

This process aims to fulfil and complete the project closeout including necessary documentation to facilitate effective completion, handover and instilling improved infrastructure asset management plan operation.

1. Prepare project close-out report documenting all key aspects of the project including lessons learnt,
2. Prepare project records of all payments, project financial information, minutes, progress reports and final accounts,
3. Finalise framework or guideline documents developed under the project for handover to the client and benefitting municipalities,
4. Consolidate inputs and lessons learned in the use of MIPMIS and how it can be improved into one report.
5. Undertake final official handover engagement

Required Deliverables.

- Fully developed infrastructure asset management plan
- MIPMIS Feedback report
- Project Close-out Report and files
- Final framework or guideline documents
- Training reports and certificates for participants
- Final accounts

C.3.6.7 REQUIRED PROGRAMME REPORTING - ALL STAGES

DELIVERABLE 7:

This section provides for the continuous progress reports, minutes of meetings and following of n progress, and reporting of all work including the work opportunities created.

The following reports and plans need to be generated and submitted by the appointed management consultant in agreed formats:

1. An Inception Report, Project Implementation Plan (PIP) complete with time schedules, budgets, resources and a planned activity-cost schedule– must be submitted within three (3) weeks after the appointment of the programme management consultant(s).
2. A Project Implementation Plan (PIP) must be submitted prior to the signing of the contract with the appointed programme management consultant(s). This PIP must indicate the details of the planned implementation of the required work.
3. Contract Closeout report to be submitted in draft, at least four (4) weeks prior to the contract end date.

The following recurring reports would be required from the management consultant(s):

1. **Weekly Programme Management Progress Reports** - only during the first month, focussing on the following:
 - Listing the activity tasks items achieved - linked to the PIP
 - List the challenges experienced which requires urgent attention and / or assistance if any – linked to the PIP
2. **Bi-Weekly Municipal Progress Reports** must be compiled from local information supplied, to indicate progress and status of the project preparation and other related activities at the target municipality.

The report should include inputs from each relevant role player, i.e. the responsible Blue Crane Route Municipality engineer, the officials from the Provincial Departments, the municipal PSP's after their appointments (both consultant and construction supervisor / site agent) and municipal officials, e.g. from the PMU responsible for the MIG projects.

Report must relate to the status and progress of the following:

- Awareness and preparation of municipal council and management
 - Relevant infrastructure asset management training – all levels, all relevant persons
 - Identification and selection of project and required approvals – including for MIG programme
 - Preparation of community liaison and facilitation – and obtaining information required for the design work
 - Appointment of municipal PSP's
 - General project characteristics, challenges, successes, new ideas, good practices and solutions of problems
3. **Monthly Municipal Progress Reports** must include the biweekly reports and updated information and approved by the members of the municipal PSC.

The municipal PSC is already created in terms of the Blue Crane route Municipality MOA with the particular municipality.

The relevant Blue Crane Route Municipality colleagues, who are tasked with the projects of the targeted municipality, must do inspection and verify progress. The report should include inputs

from the relevant colleagues from the Municipality, Provincial Departments and municipal PSP's after their appointments.

4. **Monthly Programme Management Progress Reports** must be compiled by the Management Consultant and must include at least the following:
 - Progress of all programme activities of management consultant and all sub-consultants (if applicable), compared to the initial planned timeframe i.e.:
 - Updated Task list highlighting any additional tasks and requirements
 - Highlighting any challenges and possible actions to resolve them
 - Implementation planning and progress on deliverables
 - Services of other PSP's related to the infrastructure asset management plan Programme
 - Good practice report summary to be shared with Research Team at PSC meeting, i.e. compilation of all lessons learnt from institutional arrangements and management aspects added to Monthly Municipal Progress Report lessons learnt. Describe all capturing, sharing of data, information knowledge of lessons learnt, recommendations related to norms, standards, methods and practices.
5. **Quarterly Programme Management Progress Reports** – which must be a summary of the monthly progress reports. Dates and formats for submission will be confirmed later.

SECTION 5: EVALUATION CRITERIA

Blue Crane Route Municipality will evaluate all bids on a 3 phase evaluation criteria being;

5.1 Phase 1: Pre - Qualification Criteria (Mandatory bid conditions). A bidder who fails to meet the above-mentioned pre-qualifying criteria will be regarded as non-responsive.

5.2 Phase 2: Functionality Assessment

FUNCTIONALITY EVALUATION

1. FUNCTIONALITY

Bidders are required to demonstrate their ability to undertake the work and provide proof of experience and expertise to undertake a project of this nature. Bidders are therefore required to meet a **minimum Functionality Score of 72 points out of 90 points**, based on the criteria listed below. The onus rests on the Bidder to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, zero points will be awarded for that particular item. Bidders scoring less than 72 points for functionality shall be regarded as non-responsive. Service providers must score in all the functionality areas otherwise they will not be considered any further evaluation

A non-responsive bidder offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C5.2.1 Functional Criteria Schedule 1: Tenderer's Relevant Project Experience [10 POINTS]

Explanation of how points will be awarded for Relevant Project Experience

No.	Category of Functionality & Allocated Points	Supporting documents	Max. Points
7.1	Infrastructure Asset Management Plan Undertaken by the Company also refer T2.2.H		10

7.1.1	The project chosen for referencing should be for work done on Development of Infrastructure Asset Management Plan. Tenderers shall submit reference letters from the employer for projects successfully completed. Each reference letter shall indicate the name(s) and contact details of the client and contact person(s). The projects' implementation dates shall be within the 10-year period prior to the date of tender advert. The scoring of tenderer's experience will be as below: 1. Appointment letter and reference letters for completed: <u>Development of Infrastructure Asset Management Plan</u> (Project values) 5 points a) From R500 000 up to R1 999 999 = 2 points b) From R2 million to R4 999 999 = 3 points c) Above 5 million = 5 points	Bidders must attach copies of appointment letters, reference letters from Client and must be submitted within returnable T2.2.H: Company Profile. References must indicate project value, and scope of the project. Each appointment letter and reference letters must be signed by the accounting officer or delegated or relevant official.	5
7.1.2	The project chosen for referencing should be for work done on infrastructure that is directly linked to Infrastructure Asset Management Plan. Tenderers shall submit reference letters from the employer for projects successfully completed. Each reference letter shall indicate the name(s) and contact details of the client and contact person(s). The projects' implementation dates shall be within the 10-year period prior to the date of tender advert. The scoring of tenderer's experience will be as below: 2. Appointment letter, completion certificate and reference letters for completed: <u>Development of Infrastructure Asset Management Plan</u> (Number of projects) 5 points a) From 1 to 3 projects = 2 points b) 4 to 5 projects = 3 points c) 6 or more projects = 5 points	Bidders must attach copies of appointment letters, completion certificates, reference letters from Client and must be submitted within returnable T2.2.H: Company Profile. Completion certificates must indicate project value, and scope of the project. Each appointment letter and completion certificate and reference letters must be signed by the accounting officer or delegated or relevant official.	5
Bidders must bear in mind that claims about the respective values and the number of projects completed will be verified in a number of ways, including contacting references. Blue Crane Route Municipality reserves the right to verify all information presented by the bidders.			

C5.2.2 Evaluation Schedule 2: Tenderer's Relevant Experience of Key Personnel [70 POINTS]

No.	Category of Functionality & Allocated Points	Supporting documents	Max. Points
7.2	Experience of Key Personnel		70
7.2.1	<u>The CV of individuals will be used for evaluation of each of the personnel for this section.</u> The scoring of the personnel will be as below: 70 points		

	(Contracts Manager = 10 , Chartered Accountant/Senior accountant = 10 , Accountant = 5 , Professional Engineer/Technologist = 10 , Engineer/technologist = 5 , Immovable asset assessor = 10 , GIS professional/specialist = 10 , GIS technician = 5 , Data manager = 5)		
No.	Category of Functionality & Allocated Points	Supporting documents	Max. Points
	A. Contract Manager - Chartered Accountant or Professional Civil Engineer (Pr.Eng / Pr.Tech) or Professional Construction Manager or Project Management Professional (PMP) or GIS Professional - Minimum Qualification Degree (NQF 7) Minimum experience 5 years after qualifications		10
	1. Qualifications (in Built Environment or Finance) 5 points a) Degree / B-Tech (NQF 7) = 3 points b) Honours Degree (NQF 8) = 4 points c) Master's degree / M-Tech (NQF 9) = 5 points	Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs	5
	2. Years of work experience with qualification 3 points a) 5 to 7 years = 1 points b) 8 to 10 years = 2 points c) 11 years and above = 3 points		3
	3. Highest value (Project Contract Value) of a completed single project that is related to Development of Infrastructure Asset Management Plan, as Project Team Manager / Leader 2 points a) From R500 000 up to R4 999 999 = 1 point b) Above 5 million = 2 points		2
	Project Team		60
	B. Chartered Accountant/Senior accountant - Chartered Accountant or Senior accountant professional registered - Minimum Qualification Degree (NQF 7) - Minimum experience 5 years after qualifications		10
	1. Qualifications (in Accounting) 5 points a) Degree / B-Tech (NQF 7) = 3 points b) Honours Degree (NQF) = 4 points c) Masters Degree / M-Tech (NQF 9) = 5 points	Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs	5
	2. Years of work experience with qualification 3 points a) 5 to 7 years = 1 points b) 8 to 10 years = 2 points c) 11 years and above = 3 points		3
	3. Years of work experience (after graduation) Highest value (Project Contract Value) of a completed single project that is related to <u>Development of Infrastructure Asset Management Plan</u> , as Project Team Manager / Leader 2 points a) From R500 000 up to R4 999 999 = 1 point b) Above 5 million = 2 points		2
	C. Professional Engineer/Technologist - Professional Engineer/Technologist registered with ECSA - Minimum Qualification Degree (NQF 7) - Minimum experience 5 years after qualifications		10

	1. Qualifications (in Civil Engineering) 5 points a) Degree / B-Tech (NQF 7) = 3 points b) Honours Degree (NQF 8) = 4 points c) Masters Degree / M-Tech (NQF 9) = 5 points	Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs	5
	2. Years of work experience with qualification 3 points a) 5 to 7 years = 1 points b) 8 to 10 years = 2 points c) 11 years and above = 3 points		3
	3. Highest value (Project Contract Value) of a completed single project that is related to Development of Infrastructure Asset Management Plan, as Project Team Manager / Leader 2 points a) From R500 000 up to R4 999 999 = 1 point b) Above 5 million = 2 points		2
	D. Immovable asset assessor • Immovable asset assessor professional registered with SACPVP • Minimum Qualification Degree (NQF 7) in real estate/property valuation/property studies • Minimum experience 5 years after qualifications		10
	1. Qualifications (Asset) 5 points a) Degree / B-Tech (NQF 7) = 3 points b) Honours Degree (NQF 8) = 4 points c) Masters Degree / M-Tech (NQF 9) = 5 points	Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs	5
	2. Years of work experience with qualification 3 points a) 5 to 7 years = 1 points b) 8 to 10 years = 2 points c) 11 years and above = 3 points		3
	3. Highest value (Project Contract Value) of a completed single project that is related to Development of Infrastructure Asset Management Plan, as Project Team Manager / Leader 2 points a) From R500 000 up to R4 999 999 = 1 point b) Above 5 million = 2 points		2
	E. GIS professional/Geo spatial scientist/specialist • GIS professional/specialist professional registered with South African Geomatic Council (SAGC or SACNASP). • Minimum Qualification Degree (NQF 7) • Minimum experience 5 years after qualifications		10
	1. Qualifications (in Geoinformatics/ Geographical Information System/Remote sensing) 5 points a) Degree / B-Tech (NQF 7) = 3 points b) Honours Degree (NQF 8) = 4 points c) Masters Degree / M-Tech (NQF 9) = 5 points	Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs	5
	2. Years of work experience with qualification 3 points a) 5 to 7 years = 1 points		3

	b) 8 to 10 years = 2 points c) 11 years and above = 3 points	
	3. Highest value (Project Contract Value) of a completed single project that is related to Development of Infrastructure Asset Management Plan, as Project Team Manager / Leader 2 points a) From R500 000 up to R4 999 999 = 1 point b) Above 5 million = 2 points	2
	F. Accountant • Accountant • Minimum Qualification Degree (NQF 7) • Minimum experience 3 years after qualifications	5
	1. Qualifications (in Accounting) 2 points a) Diploma (NQF 6) = 2 points b) Degree / B-Tech (NQF 7) = 3 points Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs	3
	2. Years of work experience with qualification 1 point a) 3 years and above = 1 point	1
	3. Highest value (Project Contract Value) of a completed single project that is related to Development of Infrastructure Asset Management Plan, as Project Team Manager / Leader 1 point a) R 500 000 and above = 1 point	1
	G. Engineer or Technologist • Engineer or Technologist • Minimum Qualification Degree (NQF 7) • Minimum experience 3 years after qualifications	5
	1. Qualifications (in Civil Engineering) 3 points a) Diploma (NQF 6) = 2 points b) Degree / B-Tech (NQF 7) = 3 points Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs	3
	2. Years of work experience (after graduation) 1 points a) 3 years and above = 1 points	1
	3. Highest value (Project Contract Value) of a completed single project that is related to Development of Infrastructure Asset Management Plan, as Project Team Manager / Leader 1 point a) R 500 000 and above = 1 point	1
	H. GIS technician • Cartographic or Geoinformatics • Minimum Qualification Diploma (NQF 6) • Minimum experience 3 years after qualifications	5
	1. Qualifications (in Geoinformatics/ Geographical Information System/ Remote sensing) 3 points a) Diploma (NQF 6) = 3 points Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs	3
	2. Years of work experience (after graduation) 1 points a) 3 years and above = 1 points	1

	3. Highest value (Project Contract Value) of a completed single project that is related to Development of Infrastructure Asset Management Plan, as Project Team Manager / Leader a. R 500 000 and above	1 point = 1 point	1
	I. Data manager • Accountant • Minimum Qualification Diploma (NQF 6) • Minimum experience 3 years after qualifications		5
	1. Qualifications (in Related Field of study) a) Diploma (NQF 6)	3 points = 3 points	Bidders must attach certified copies of Certificates of academic qualifications and Certificate of Professional registration and CVs 3
	2. Years of work experience (after graduation) a) 3 years and above	1 point = 1 points	1
	3. Highest value (Project Contract Value) of a completed single project that is related to <i>Development of Infrastructure Asset Management Plan</i> , as Project Team Manager / Leader a) R 500 000 and above	1 point = 1 points	1
Bidders must be scored at all the above categories of key personnel			

C5.2.3 Evaluation Schedule 3: Bidder's Relevant Approach Paper [10 POINTS]

No.	Category of Functionality & Allocated Points	Supporting documents	Max. Points
7.3	Approach paper		10

7.3.1	The approach paper must respond to the scope of work (reference: C3 Scope of work). As the contents of a proposal give a clear first-hand impression about the capability of the tenderer, the tenderer is expected to submit an organized well-written proposal (approach paper on methodology in achieving the project goal). The approach paper must contain at least the following: Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures. Executive Summary: A brief summary of the whole contents of the approach paper; Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Scope of work', detailing at least the following: 1. Methodology to be adopted; 2. Project implementation schedule (Activity, task and sub-tasks to achieve the deliverables); 3. A schedule detailing their activity and task inputs, period and organogram(s) for the proposed project team and their responsibilities; 4. Identified project implementation Risks and Risk Management proposals; 5. Quality control mechanisms to be adopted for project deliverables; 6. Stakeholder identification, management and reporting mechanisms to be followed. The scoring of the approach paper will be as detailed hereunder		
	Approach Paper		10
	Methodology to be adopted	Adequate illustration of Program Knowledge, informative appropriateness of proposed approach (2 points) and presentation (1 point)	3
	Project implementation schedule (Listed Activity in the section C3: Scope of Work)	Appropriateness and adequate illustration of identified tasks, deliverables (2 point), defining milestones and timeliness (1 point)	3
	Project implementation Risks and Risk Management proposal	Adequate illustration of understanding of program risks and appropriateness of mitigation options (1 point)	1
	Quality control mechanism be adopted	Adequacy of process and appropriateness of proposed template (1 point)	1
	Stakeholder identification and management and reporting	Adequate illustration and appropriateness of stakeholders identifications and proposed management process and appropriateness of reporting system (1 point)	1
	Skills and knowledge transfer to municipality	Clear and actionable plan on how the service provider will undertake and monitor skills and knowledge transfer (1 point).	1
TOTAL POINTS			90
Bidders must be scored at all the above evaluation schedule of Experience, Project team and relevant approach paper			

7. CONTRACT and PROJECT IMPLEMENTATION PLAN

The contract will be based on GCC (3RD Edition 2015) Professional Services Contract (PSC).

The contract shall be signed by all parties within 2 weeks after appointment of the service provider. Prior to signing of the contract, the service provider has to prepare and submit a project implementation plan (PIP) for approval by Blue Crane Route Municipality using an agreed template. The PIP will form part of the contract.

PROGRAMME RISK MANAGEMENT

A high-level programme risk register is as follows:

Programme Risk Register:

Risk	Risk Description	Impact	Likelihood	Mitigation
Prior knowledge or existence of pilot projects	Lack of prior research having been done, which will render this a pilot project making it prone to a lot of errors during implementation	High	High	Blue Crane Route Municipality should make their ToR clear to the identified institutions to make sure they use prior research and pilot projects in the public sector.
Willingness to collaborate with community	Lack of willingness by researcher to collaborate and respect the agency and the needs of the Municipalities and community	Medium	Medium	Blue Crane Route Municipality to have a clear ToR on stakeholder engagements that make sure the Municipalities and community are engaged throughout the process.
Pursue the advocacy and policy issues that emanate from the research.	Inability by the research institution to pursue the advocacy and policy issues that emanate from the research.	High	High	Blue Crane Route Municipality to engage other government departments where necessary to ensure the outcomes of the research are used build/reform LI policy and regulation

5.3 Phase 3: The 80/20 Principle based on Price and B-BBEE status level contributor and Specific Goals (Locality).

Bidder who have passed through the functionality assessment will be evaluated in terms of the 80/20 preference points system. 80 points will be allocated for price, 20 points for Specific Goals (Locality).

PPPFA	
SPECIFIC GOALS (Specific goal)	20
PRICE	80
Total	100

The onus is on the Bidder to ensure adequate documentation to fully justify bidder's points / claim are provided. Failure to provide any justification shall result into points not being allocated or the bid being non-responsive, where applicable. The Employer may evaluate the justification documentation independently and shall in such cases, in his evaluation of the bid, determine, at his sole discretion, the quality points applicable.

1. CONTRACT PERIOD

7.1 The successful bidder will enter into a service level agreement with BLUE CRANE ROUTE MUNICIPALITY. The contract period shall remain in force for a period of three (3) years.

3. BID PRICING STRUCTURE

3.1 The following terms and conditions must strictly be adhered to by all bidders:

3.2 Bidders must submit their bid proposals by completing all relevant fields of the bid documents, including costing schedule attached hereto.

3.3 Available (operational cash on hand) cash-flow of a minimum amount of R1m or proof of a sufficient financial arrangement having been made with a financing institution that will cover operational cash flow requirements.

3.4 Failure to submit the prescribed documentation will lead to the bid being considered non-responsive and subsequently rejected/not considered.

SUPPLY CHAIN PAST EXPERIENCES

PROJECT NAME	PROJECT DESCRIPTION	YEAR	REFERENCE
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NB: No submissions will be considered from persons in the service of the state.

T1.2 TENDER DATA

F.1 General

F.1.1 Actions

The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for tender, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender

process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a Bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the employer's agent are stated in the tender data.

The Employer's agent is
Mr. M.P. Nini
Municipal Manager
BLUE CRANE ROUTE MUNICIPALITY
NO 67 NOJOLI STREET
SOMERSET EAST 5850
Tel: (042) 243 6400
The Employer's address for delivery of tender offers
Location of tender box: 67 NOJOLI STREET, SOMERSET EAST 5850
Tender documents must be deposited in the Municipal Tender Box before the Closing date and time .

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months unless only one tender was received and such tender was returned unopened to the tendered.

F.2 Bidder's obligations

F.2.1 Eligibility

Submit a tender offer only if the Bidder satisfies the criteria stated in the tender data and the tendered, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance (Not – applicable)

The Bidder agrees to obtain and maintain in full force and effect a policy or policies of public liability and property damage insurance, in form and substance satisfactory to the municipality.

If the policy is cancelled, the Bidder must obtain and provide the municipality with evidence of a replacement policy on equivalent terms as a condition to Contractor's right hereunder to continue performance of the contract.

The municipality shall have no responsibility or liability for any loss (by theft or otherwise) of or damage to fixtures or other property of the Bidder, its agents, employees, contractors, licensees, visitors or invitees.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tendered, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tendered. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers (Not applicable)

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tendered. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Bidder's name and contact address.

F.2.13.6 N/A

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely

and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the tendered.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other services

F.2.18.1 Provide, on request by the employer, any other services that has a bearing on the tender offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or quotations of services, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the services, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc. (Not applicable)

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Bidder during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Bidders who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Bidder concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Bidder whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system – N/A

F.3.6 Non-disclosure

Not disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tendered.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Bidder to influence the processing of tender offers and instantly disqualify a Bidder (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- B) change the Employer's or the Bidder's risks and responsibilities under the contract, or
- b) Affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

Where there is an error in the total of the prices either as a result of other corrections required by

this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

The percentage scored for price should be calculated as follows:

The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

$$Ps = (Pt - Pmin) / Pmin$$

F.3.11.3 Scoring quality (functionality)

Each panel member should award values for each individual criterion on a score sheet.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tendered, submit for the Bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the Bidder complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Bidder of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

F.3.15.Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) of addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, and
- d) the schedule deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract (N/A)

F.3.18 Provide copies of the contracts

Provide to the successful Bidder the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.19 Tender offers will only be considered if:

- a) The Bidder is in a possession of valid tax status at the time of the award.
- b) The Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- c) The Bidder has not:
 - a. Abused the Employer's Supply Chain Management System; or
 - b. Failed to perform on any previous contract and has been given a written notice to this effect.

TENDER VOLUME PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The following returnable schedules constitute the List of Returnable Documents for this tender.

Returnable Schedules required for tender evaluation purposes

- T2.2 A Certificate for Authority of Signatory
- T2.2 B T2.2 C Declaration of Tax Compliance
- T2.2.C Work Programme and cash flow projections
- T2.2 D Proof of accreditation - N/A
- T2.2 E CV's of team members
- T2.2 F Company Experience in in Development of Infrastructure Asset Management Plan for a period of three (3) years
- T2.2 G Certified copy of Qualifications
- T2.2 H Specific goals
- T2.2 I CSD report
- T2.2 J Methodology /Proposals
- T2.2 K Company Shareholding Details
- T2.2 L Record of Addenda to Tender Documents

Returnable Schedules will be incorporated into the Contract

- C1.1 Offer and Acceptance
- C1.2 General conditions of contract
- C2.1 Pricing Assumption
- C1.2.2 Pricing schedule

T2.2 A Certificate for Authority of Signatory

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

b. Certificate for company

I, _____, a director of _____
_____, hereby confirm that by resolution of the board (copy
attached) taken on ____ 20__,

Mr/Ms _____, acting in the capacity of _____,

was authorised to sign all documents in connection with this tender and any Contract resulting from it on behalf of the company.

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Blue Crane Route Municipality.

As witnesses:-

1. _____
Director

2. _____
Date

Should the Bidder have, in the opinion of the BLUE CRANE ROUTE MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the BLUE CRANE ROUTE MUNICIPALITY may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the BLUE CRANE ROUTE MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the BLUE CRANE ROUTE MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the Blue Crane Route Municipality and such Bidder.

B. Certificate for partnership

We, the undersigned, being the partners in the business trading as _____
_____ hereby authorize Mr/Ms _____
_____, acting in the capacity of _____,

to sign all documents in connection with this tender and any Contract resulting from it on our behalf.

I further declare that the information provided in the tender is true and correct and documentary proof

regarding any tendering issue will, when required, be submitted to the satisfaction of the BLUE CRANE ROUTE MUNICIPALITY.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by all of the partners upon whom rests the direction of the affairs of the Partnership as a whole.

Should the Bidder have, in the opinion of the BLUE CRANE ROUTE MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the BLUE CRANE ROUTE MUNICIPALITY may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the BLUE CRANE ROUTE MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the BLUE CRANE ROUTE MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the BLUE CRANE ROUTE MUNICIPALITY and such Bidder.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms _____, authorised signatory of the company _____, acting in the capacity of lead partner, to sign this tender and any Contract resulting from it on our behalf.

The authorization is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the BLUE CRANE ROUTE MUNICIPALITY.

We have examined Annexure F: Joint Venture Disclosure Form of the Employer's procurement policy and will upon request by the Employer provide a completed and signed copy of it.

Name of Firm	Address	Authorizing signature, Name & Capacity
Lead partner		

Should the Bidder have, in the opinion of the BLUE CRANE ROUTE MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the BLUE CRANE ROUTE MUNICIPALITY may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the BLUE CRANE ROUTE MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the BLUE CRANE ROUTE MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the BLUE CRANE ROUTE MUNICIPALITY and such Bidder.

D. Certificate for sole proprietor.

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

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the BLUE CRANE ROUTE MUNICIPALITY.

As witnesses:-

1. _____
Signature: Sole owner

2. _____
Date

Should the Bidder have, in the opinion of the BLUE CRANE ROUTE MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the BLUE CRANE ROUTE MUNICIPALITY may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the BLUE CRANE ROUTE MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the BLUE CRANE ROUTE MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the BLUE CRANE ROUTE MUNICIPALITY and such Bidder.

E. Certificate for Close Corporation

We, the undersigned, being the members of the business

hereby authorise Mr/Ms ----- acting in the
capacity of ----- to sign all documents in connection with
this tender and any Contract resulting from it.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the BLUE CRANE ROUTE MUNICIPALITY.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the members upon whom rests the direction of the affairs of the Close Corporation as a whole.

Should the Bidder have, in the opinion of the BLUE CRANE ROUTE MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the BLUE CRANE ROUTE MUNICIPALITY may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the BLUE CRANE ROUTE MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the BLUE CRANE ROUTE MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the BLUE CRANE ROUTE MUNICIPALITY and such Bidder.

T2.2 B Declaration of Tax compliance

This declaration must be completed in all respects. Failure to complete this declaration that the tax and levy affairs of the Bidder are satisfied in terms of the relevant Acts or that suitable arrangements have been made with the Receiver of Revenue, will invalidate the tender. The validity of this document will be verified with the Receiver of Revenue before a Contract is awarded.

SOUTH AFRICAN REVENUE SERVICE/ BLUE CRANE ROUTE MUNICIPALITY		Contract No.																			
DECLARATION OF GOOD STANDING REGARDING TAX																					
PARTICULARS																					
1.	Name of Taxpayer/Bidder :																				
2.	Trade Name :																				
3.	Identification No.	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																			
4.	Company/CC Reg. No.	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																			
5.	Income Tax Ref. No.	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																			
6.	VAT Reg. No.	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																			
DECLARATION																					
It is hereby declared that the Income Tax, Value Added Tax (VAT) and BLUE CRANE ROUTE MUNICIPALITY Levy obligations of the above-mentioned taxpayer(s), which includes the rendition of returns and payment of the relevant taxes: have been satisfied in terms of the relevant Acts; or that suitable arrangements have been made with the Receiver of Revenue and the BLUE CRANE ROUTE MUNICIPALITY to satisfy them.*																					
..... Signature		 Capacity																			
		 Date																			
Please note: * The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue and/or BLUE CRANE ROUTE MUNICIPALITY with regard to any outstanding revenue/tax returns or levies. The levy declaration applies only to BLUE CRANE ROUTE MUNICIPALITY levy payers.																					

Bidder.....

Signature of Bidder.....

Date.....

T2.2 C Programme of action, cash flow projections

T2.2 D Proof of accreditation - (see functionality)

T2.2 E CV's of team members

T2.2 F COMPANY EXPERIENCE IN DEVELOPMENT OF BCM INFRASTRUCTURE ASSET MANAGEMENT PLAN

PROJECT NAME	DESCRIPTION OF SERVICE PROVIDED	PROJECT TERM		PROJECT VALUE (ZAR)	EMPLOYER DETAILS			
		Year Started	Year Completed		Name of Employer	Name of Employer Rep	Phone No	Fax No

T2.2 G Certified copy of Qualifications

T2.2 H specific goals

(Attach CSD report and a certified copy ID document)

T2.2 I CSD report

T2.2 J Methodology

The Methodology must include the following:

1. Project initiation & inception
2. Programme preparation & planning
3. Development of infrastructure asset management plan
4. Implementation of infrastructure asset management plan
5. Upgrading infrastructure asset management plan system
6. Close-out & handover
7. Requires programme reporting- All stages

T2.2 K Company Shareholding Details

(Attach certified copies to include Shareholding Certificate, IDs of Shareholders and Proof of disability of a Shareholder where applicable or company registration certificate)

T.2.L Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

**CONTRACT VOLUME
PART C1: AGREEMENT AND CONTRACT DATA**

C1.1 Form of offer and acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract **PROVISION OF PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN INTEGRATED INFRASTRUCTURE ASSET MANAGEMENT PLAN FOR BLUE CRANE ROUTE MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS**

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

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

THE TOTAL AMOUNT TO BE CHARGED ON ALL THE ITEMS INCLUSIVE OF
VALUE ADDED TAX IS

.....

.....Rand (in words)

R.....(in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

Signature:.....**Name:**.....

Capacity:.....

For the Bidder:.....

.....

(Name and domiciliumcitandi of organization)

Name and Signature of Witness:.....

Date:.....

**PROVISION OF PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN
INTEGRATED INFRASTRUCTURE ASSET MANAGEMENT PLAN FOR BLUE
CRANE ROUTE MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS**

C1.2. GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government Bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) will form part of all Bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific Bid, supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

b. Definitions

b. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1%

representation of black women within the black equity and management portion.

- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **“Contract”** means the written agreement entered into between the Municipality and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“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.

- 1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“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.
- 1.18 **“Day”** means calendar day.
- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.21 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Municipality in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.26 **“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.
- 1.27 **“GCC”** means the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the Municipality under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen –
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution”); and/or

1.29.2 who is a female; and/or

1.29.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.

- 1.30 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.31 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **“The Municipality”** means BLUE CRANE ROUTE MUNICIPALITY
- 1.34 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.35 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.36 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.37 **“Parliament”** means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.38 **“Person”** includes reference to a juristic person.
- 1.39 **“Project site”** where applicable, means the place of delivery being Mount Ayliff main stores.
- 1.40 **“Purchaser”** means the organization purchasing the goods.
- 1.41 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.42 **“Republic”** or **“RSA”** means the Republic of South Africa.
- 1.43 **“RFP”** means Request for Proposal.
- 1.44 **“RFT”** means Request for Tender.

- 1.45 **“RFQ”** means Request for Quotation.
- 1.46 **“SCC”** means the Special Conditions of Contract.
- 1.47 **“Secretary”** means the Secretary to Parliament.
- 1.48 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.49 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.50 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.51 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.52 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.53 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.54 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the Municipality 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.

4. Standards

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

5. Use of contract documents and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Municipality in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Municipality and shall be returned (all copies) to the Municipality on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the Municipality to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the Municipality if so required by the purchaser.

6. Patent rights

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

7. Performance security – N/A

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 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 Municipality shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the Municipality may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Municipality to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents (N/A)

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract.
- 10.2 Documents to be submitted by the supplier are specified in the tender document.

11. Insurance

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

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the tender document. All materials priced must include delivery.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 The supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the Municipality may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the Municipality of the pending termination, in sufficient time to permit the Municipality to procure needed requirements; and
 - (c) following such termination, furnishing at no cost to the Municipality the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (36) 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.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the 24 hours and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within 24 hours, the Municipality may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the Municipality may have against the supplier under the contract.

16. Payment

- 16.1 N/A
- 16.2 The supplier shall furnish the Municipality with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Municipality but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the Municipality in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the Municipality in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of

services, the supplier shall promptly notify the Municipality in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Municipality shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Municipality shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Municipality pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the Municipality has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the Municipality terminates the contract in whole or in part, the Municipality may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the Municipality for any excess costs for such similar goods, works or services. However, the supplier shall

continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the Municipality and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Municipality or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure as agreed between the Municipality the Bidder and the independent intermediary.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the Municipality shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services (SARS).

33. Ownership and Copyright

- 33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in the purchaser.
- 33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Employer are owned exclusively by the purchaser.

C1.2 Contract Data

C1.2.2 Part 1: Data provided by the Employer

Clause	Data
1	Employer: The Employer is the BLUE CRANE ROUTE MUNICIPALITY The authorized and designated representative of the employer is: Name: Mr. M.P Nini, Municipal Manager, BLUE CRANE ROUTE MUNICIPALITY The Employer's address for receipt of communications is: BLUE CRANE ROUTE MUNICIPALITY 67 Nojoli Street Somerset East 5850 Tel: (042) 243 6450
1	Period of Performance: All services shall be completed within the time frames set out in the final project programme to be drawn up jointly between the Employer and the Service Provider.
3.14.1	The final programme shall be submitted within 7 working days of the award of the contract.
9.1	Copyright shall vest in the Employer

C2. 1 PRICING DATA

C2.1.1 Pricing assumptions

PREAMBLE OF THE PRICING SCHEDULE

1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
2. The Tenderer has to quote prices against each of the items of price lists (C2.2: Pricing list) covering all services as deemed required for the successful completion of each of the items.
3. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
4. Subsistence and Travel (S&T) costs will be paid according to Blue Crane Route Municipality S&T policy as reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel. **Travel within Blue Crane Route Municipality as well as attending workplace (local travel) does not consist S&T costs, and shall be deemed as the Services Providers responsibility. The costs will be paid out of the provisional sum provided for the price schedule.**
5. The quantities may increase or decrease according to the actual need of the project wherever quantities are provided except those items with 'Lump Sum' units.
6. All items on the Price List must be priced.

Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.

7. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project. **The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.**
8. All rates and sums of money quoted in the 'Price list' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
9. Tenderers should take note that payment will be only based on **acceptable completed activities** on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
10. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity (clause 31,1 of GCC, PSC) taking into account the starting date and completion date (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).

C2.1.2 Pricing list

1. Costs incurred by the *Tenderer* other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
2. The rates provided in the table below must be all-inclusive, i.e. inclusive of any support staff and administrative staff and associated costs; and disbursement costs. That means, Blue Crane Route Municipality will not entertain any additional claims for support- staff, administrative staff, or disbursements.
3. Tenderers must note that the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
4. The prices should be fixed for the contract period of 36 months.

C2.2.1 The Pricing schedule

A tenderer has to quote all of the items of the pricing schedule.

The Client makes entries in the first four columns.

For each row:

1. If the *Tenderer* is to be paid an amount for an item that is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
2. If the *Tenderer* is to be paid an amount for an item of work, which is the rate for work multiplied by the quantity completed, the tenderer enters the rate, which is then multiplied by the expected quantity to produce the Price, which is also entered.

Costs incurred by the *Tenderer* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

C2.2 PRICING SCHEDULE					
Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
DELIVERABLE 1	PROJECT INITIATION & INCEPTION	Number	1		
DELIVERABLE 2	INFORMATION AND DATA COLLECTION	Number	1		
DELIVERABLE 3	ASSET KNOWLEDGE	Number	1		
DELIVERABLE 4	LEVELS OF SERVICE	Number	1		
DELIVERABLE 5	DEMAND (MASTER PLANNING)	Number	1		
DELIVERABLE 6	RISK MANAGEMENT	Number	1		
DELIVERABLE 7	LIFE-CYCLE PLAN	Number	1		
DELIVERABLE 8	FINANCIAL PLAN	Number	1		
DELIVERABLE 9	PRACTICE IMPROVEMENT PLAN	Number	1		
DELIVERABLE 10	ACTION PLAN	Number	1		
DELIVERABLE 11	CLOSEOUT & HANDOVER	Number	1		
	Sub-Total A (Cost of Deliverables)				
REIMBURSABLE	a. Stakeholder Workshops (payable based on actual Cost)	Number	6		
	b. Subsistence and Travel (payable based on actual Cost)	Lump-sum	1		

C2.2 PRICING SCHEDULE					
Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
	Sub-Total B (Cost of Reimbursable)				
	Sub-TOTAL A+B				
	Contingencies 10%				
	TOTAL				
	VAT 15%				
	Grand Total (inclusive of VAT 15%)				

NB: Bidders must transfer the total amount for period 36 months to the form of offer.

TOTAL QUOTED PRICE (in words) Rand

Signature		Date:
Name		
Capacity		
For the tenderer:		
Name & signature of the witness	<i>(Insert name and address of organisation)</i>	

Acceptance

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

The terms of the Contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data

Part C3 Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Service Provider) 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:

**MUNICIPAL MANAGER FOR BLUE CRANE ROUTE MUNICIPALITY, NO 67 NOJOLI STREET
NOJOLI**

(Name and domicilium citandi of organization)

Name and Signature of Witness:

Date:

OFFICIAL STAMP:



C1.2.3 Part 2: Data provided by the Service Provider

Clause	Contract Data
1.	The Service Provider is Address Registered Company/Close Corporation Name (if applicable) is VAT registration number..... Bank name & branch..... Bank account number..... The Service Provider's address for receipt of communications is: Telephone: Facsimile: E-mail: Address:
5.3	Name of designated representative..... Professional registration category..... Professional registration number..... Years of experience in the consultancy industry.....