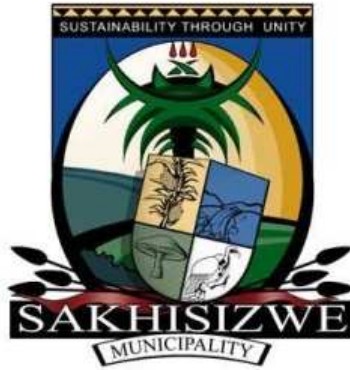


SAKHISIZWE LOCAL MUNICIPALITY



TENDER DOCUMENT

FOR

PROFESSIONAL ENGINEERS UPGRADING OF WARD 2 SPORTS FIELDS

CONTRACT NO: 251992

CLOSING DATE: FRIDAY, 10TH FEBRUARY 2017

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	
SARS PIN	
CSD REGISTRATION NUMBER	

ISSUED BY:
SAKHISIZWE LOCAL MUNICIPALITY
ERF 5556 MTHATHA ROAD
CALA
5455

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TENDER VOLUME PART T1: TENDERING PROCEDURES

BID NOTICE 8/5/4

Sakhisizwe Municipality in line with its Supply Chain Policy invite Qualified and Capable Professional Engineers for the bid below:

Bid Number	Description
251992	PROFESSIONAL ENGINEERS UPGRADING OF WARD 2 SPORTS FIELDS

The terms of reference are detailed in the bid document.

BID DOCUMENTS WILL BE AVAILABLE FROM THE SAKHISIZWE MUNICIPALITY WEBSITE WWW.SAKHISIZWE.GOV.ZA UNDER VACANCIES AND TENDERS AND CAN ALSO BE ACCESSIBLE ON WWW.ETENDERS.GOV.ZA

A COMPULSORY BRIEFING SESSION WILL BE HELD ON FRIDAY, 27TH JANUARY 2017 @ 10:00 A.M PROSPECTIVE BIDDERS ARE TO MEET THE REPRESENTATIVES OF THE MUNICIPALITY AT THE MUNICIPAL OFFICES IN ELLIOT 15 MACLEAR ROAD, AT THE SAID TIME.

COMPLETED BID DOCUMENTS ARE TO BE PLACED IN A SEALED ENVELOPE CLEARLY MARKED THE BID NO. AND PROJECT NAME AND MUST BE DEPOSITED IN THE BID BOX, SITUATED AT FINANCE DEPARTMENT, 15 MACLEAR ROAD, ELLIOT, 5460 NOT LATER THAN 12H00 FRIDAY 10TH FEBRUARY 2017 AT WHICH ALL THE BIDS WILL BE OPENED IN PUBLIC.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS/COMPULSORY SUBMISSIONS:

- All bids submitted should remain valid for a period of 90 days after the bid closing date;
- Original Valid Tax Clearance, or Code from SARS;
- The bid will be evaluated according to the preferential procurement model in the Preferential Procurement the bidders attention is drawn to Form MBD 6.1 whereby bidders other than EMEs must submit their original and valid B-BBEE Status level verification certificate or certified copy thereof, substantiating B-BBEE rating issued by a Registered Auditor approved IRBA or a Verification Agency accredited by SANAS. **Failure to do so will result in zero points score for BBBEE status level;**
- Certified copies of original company registration and certified ID documents of members, Detailed Company profile, **failure to do so will result in disqualification;**
- Joint Venture agreement(where applicable)
- **Failure to complete all supplementary information returnable schedules like MBD 4, MBD 8, MBD 9 and Form of Offer will result in the tender being eliminated. Invalid or non-submission of the documents listed in the Terms of Reference will lead to disqualification;**
- All prospective bidders must registered/eligible to register on the Sakhisizwe Local Municipality Database System of 2016/17 financial year, reference can be made to such documents and it is the bidders' responsibility to ensure that the document does exist and the verification of such registration will be done by the municipality and where the bidder is found not registered or has submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid;
- Bids must only be submitted on documentation provided by the municipality. Late , emailed, faxed and telegraphic bids will not be considered;
- All prospective service providers of goods and services and infrastructure procurement are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za> non registration will be regarded as non-responsive and be disqualified from the bid;
- All municipal rates and taxes of the renderer must be paid where the business has its head or regional office and rates clearance certificate not older than 3 months must be submitted with the bid, if the property is being leased by the bidder then lease agreement should be submitted.

The bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (ActNo.5, 2000), and the regulations pertaining thereto (2011), as well as the Sakhisizwe Local Municipality's Supply Chain Management Policy 80/20 preference point system will be used. The bids will be evaluated in two stages, namely;

Stage 1 - Functionality

Functionality	Weight	Values 1-5	Maximum Score
Company Experience	50	Max 5	250
Capacity	40	Max 5	200
Methodology	10	Max 5	50
Total	100	Max 5	500

Bidders are to note that a Pre-Qualification evaluation will be undertaken. A minimum score of 80 points out of 100 must be scored in order to proceed to the Financial Evaluation.

- **Stage 2 - Price and BBBEE Points**
Price : 80
BBBEE : 20

All Technical Enquiries shall be addressed to Ms. N. Ntlantsana (PMU Manager) Sakhisizwe Local Municipality at 047 8775 200 / 083 5813 981 or fax to 047 877 0000 / Email: nntlantsana@sakhisizwe.gov.za

Sakhisizwe Local Municipality does not bind itself to accept the lowest or and bid and reserves the right to accept part or whole of the bid, at the rates quoted.

PIETER STEYN
CHIEF FINANCIAL OFFICER

EVALUATION CRITERIA STAGE 1

- Functionality

NO	CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBILITY SCORE
1	Company Experience in provision of professional services (attach letters of recommendation from previous clients)	50	Max 5	250
1.1	<ul style="list-style-type: none"> • Above 15 projects • 10 to 15 • 5 to 10 	50 40 20	Max 5	
2	Capacity number of professionals as per Engineering Professions Act employed by the company. (Attach proof of registration with relevant engineering council, e.g ECSA registration numbers, CV qualification certificates and company organogram)	40		
2.1	<ul style="list-style-type: none"> • 1 professional Engineer(Principal) > 10 years experience (Civil Engineering) • Project Manager > 5 Years experience (Civil Engineering) 	20 20		
	Methodology : <ul style="list-style-type: none"> • Scope management (clear works program) • Quality management • Risk management • Time management • Cost management • Communication management • Report writing 	2 1 2 1 2 1 1	Max 5	50
	Total	100(TW)		500 (MPS)

Threshold to qualify for the second stage of evaluation is 80% of the functionality scores. Therefore no bid will be regarded as an acceptable bid if the bidder fails to achieve the minimum qualifying score for functionality as indicated.

T1.2 Tender Data

T1.2.1 Conditions of Tender

The conditions of tender are the standard conditions of tender as contained in Government Gazette 27831 dated 22 JULY 2005.

T1.2.1 Amendments to standard conditions of tender.

F.1.5 The Employer's right to decline any tender.

F.1.5.2 Not applicable.

F.1.6 Tender surety: Not applicable.

F.1.7 Withdrawal or modification of a tender prior to closing time

Any tenderer SHOULD withdraw or modify his submitted tender before the closing time provided he does so in writing (which SHOULD be telefaxed) and ensures that such withdrawal or modification reaches the Employer's agent and that the Employer's agent has confirmed receipt in writing (which SHOULD be telefaxed) before the closing time. The original tender as modified will be considered as the Tenderer's offer.

Insofar as such submissions will effect the information that will be made available at the public opening the Employer shall have the authority to make such information from the submissions available to other Tenderers.

F.1.8 Withdrawal of a tender after the closing time

No tenderer will be permitted to withdraw his tender after the closing time. The Employer SHOULD exempt a tenderer from this provision, if the Employer is of the opinion that the circumstances justify the exemption.

F.1.9 Imbalance in tendered rates or prices

If the Employer declares any rate or price to be unacceptably high or low, the tenderer shall be requested to provide evidence to support the tendered rate or price. If the Employer remains unsatisfied with the rate or price he SHOULD propose to the tenderer an amended rate or price together with counterbalancing change(s) elsewhere in the Bill of Quantities such that the tender sum remains unchanged. Should the tenderer refuse to amend his tender as proposed by the Employer, his tender SHOULD be regarded as non responsive.

F.2.3 Check documents

After 'omission' insert 'and accepts that the Employer will carry no liability in respect of errors in any tender arising out of the Tenderer's failure to comply with this clause'.

F.2.7 Clarification meeting

Add:

F.2.7.1 Ensure that, in the case of a compulsory clarification meeting, his certificate of

attendance is signed by the Employer's agent.

F.2.7.2 Accept that failure to attend a compulsory clarification meeting will result in his tender being rejected.

F.2.11 Alterations to documents

Add:

F.2.11.1 Keep the binding of the tender documents intact.

F3.2 Addenda

In the first sentence, after 'the Tender Data' insert 'or such extended time as the Employer has determined or SHOULD determine'.

Add:

F.3.2.1 Addenda shall be delivered by telefax or hand to every tenderer who shall confirm receipt via telefax or hand delivery. Tenderers are to ensure that they provide the Employer with a functional telefax number.

F.3.8 Test for responsiveness

F.3.8.2

Add:

d) Contain significantly imbalanced rates or prices.

F.3.11.1 General

Replace the first sentence with "Apply the legal requirements of the Employer's Supply Chain Management Policy."

F.3.13 Acceptance of tender offers

Add:

F.3.13.3 Omissions and additions

The Employer SHOULD omit and/or add items to the Contract. These changes will be based on the rates/prices tendered. These additions and/or omissions shall be done after evaluation of tenders and shall not be taken into account in the selection of the successful tender.

T1.2 Tender Data

T1.2.2 Tender data referenced by conditions of tender

The conditions of tender make several references to the tender data for details that apply specifically to this tender. This tender data is set out in the table below.

This tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the conditions of tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Tender Condition	Tender data
F.1.1	The Employer is the ESAKHISIZWE Municipality
F.1.2	The tender documents issued by the Employer comprise: <ul style="list-style-type: none"> Part T1: Tendering procedures <ul style="list-style-type: none"> T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents <ul style="list-style-type: none"> T2.1 List of returnable documents T2.2 Returnable schedules Part C1: Agreement and Contract Data <ul style="list-style-type: none"> C1.1 Form of offer and acceptance C1.2 Contract Data <ul style="list-style-type: none"> C1.2.1 Conditions of Contract C1.2.2 Data provided by the Employer C1.2.3 Data provided by the Service Provider Part C2: Pricing Data (see Volume 2) Part C3: Scope of work <ul style="list-style-type: none"> C3 Scope of work Part C4: Site Information <ul style="list-style-type: none"> C4 Site Information
F.1.2	Tenderers will be issued with one copy of the tender documents (Volume 1 & 2)
F.1.4	The Employer's agent is Name: Miss N. Ntlantsana Address: ERF 5556 MTHATHA ROAD, CALA Tel: (047) 877 5200 Fax: 047 877 0000 E-mail: nntlantsana@sakhisizwe.gov.za
F.1.6	Not applicable
F.2.7	The arrangements for a compulsory clarification meeting are as set out in T1.1 Tender notice and invitation to tender.
F.2.12	The comparison schedule shall permit and demonstrate an objective analytical method to transform quality and price differentials into price impacts such that the alternative can be compared to the tender by price differential only. The

	<p>transformation method shall follow sound engineering and accounting principles.</p> <p>The employer SHOULD reject the alternative offer out of hand if in his view he has sound reasons for doing so. If the alternative is considered, it will be evaluated as follows:</p> <p>The Employer shall only consider an alternative if a tender condition compliant and responsive tender has been received together with the alternative.</p> <p>The Employer shall take note of the comparison schedule but shall review and evaluate the alternative entirely in accordance with his judgement and assign a monetary figure to represent all the quality differentials. The alternative’s financial offer shall be the sum of the alternative’s price and the monetary figure representing all the quality differentials.</p> <p>These quality differentials shall not be limited to those apparent in the contract performance requirements but will encompass all quality attribute differentials that have a significant and measurable impact on the whole life cost/benefit of the project.</p> <p>The Tenderer’s financial offer used in evaluation points determination shall be the minimum of this amount and that submitted strictly in accordance requirements of the tender documents.</p>
<p>F.2.13</p>	<p>Parts of each tender offer communicated on paper shall be submitted as an original only. No copies are required.</p>
<p>F.2.13</p>	<p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Municipal Tender Box, Finance Department.</p> <p>Identification details: The tender must be contained in a sealed envelope, addressed to</p> <p style="padding-left: 40px;">The CHIEF FINANCIAL OFFICER Sakhisizwe Municipality 15 Maclear Road Elliot 5460</p> <p style="padding-left: 40px;">and clearly marked:</p> <p>Tender: PROFESSIONAL ENGINEERS: UPGRADING OF WARD 2 SPORTS FIELDS</p> <p>Closing time and date: 10 FEBRUARY 2017 at 12H00</p> <p>Name of tenderer:</p> <p>Physical Address:</p>

	<p>Postal Address:</p> <p>Contact details:</p> <p>Tender documents must be deposited in the Municipal Tender Box before the closing time.</p>
F.2.13 F.3.5	A two-envelope procedure will NOT be followed.
F.2.13.7	Not applicable.
F.2.13.8	Not applicable.
F.2.15	The closing time for submission of tender offers is the closing time and date set out in T1.1 Tender notice and invitation to tender or such extended time and date that the Employer shall determine.
F.2.15.1	'Receives the tender' shall mean that the tender is deposited in the Municipal Tender Box before the closing time.
F.2.16	The tender offer validity period is 90 calendar days
F.2.18.1	Not applicable.
F.2.18.1	The material contemplated in this clause shall include all documentation that SHOULD be required to substantiate the content of any of the returnable documents.
F.3.4.2	The venue shall be announced when the tender box is opened.
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>Should the tenderer alter his tender in schedule C1.2.3.3 then for the tender evaluation purpose only, the Employer shall evaluate the alteration(s) as follows:</p> <ol style="list-style-type: none"> 1. He will determine whether the tender is still responsive as a result of the alteration(s) required by the Tenderer. If it is not regarded as responsive, the tender shall be rejected without further consideration. 2. If the tender is regarded as responsive, the Employer will, at his sole discretion, determine the financial implication and adjust the tender price accordingly. 3. This adjusted tender price shall be used to determine the points score for the financial offer. 4. The contract price shall remain unchanged.
F.3.11.3	The quality criteria and maximum score in respect of each of the criteria are set out in returnable document T2.2 C Declaration claiming Quality Points entitlement.
F.3.13.1	Tender offers will only be accepted if:

	<p>a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services</p> <p>b) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</p> <p>c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>d) the tenderer has not:</p> <p style="padding-left: 20px;">i) abused the Employer's Supply Chain Management System; or</p> <p>failed to perform on any previous contract and has been given a written notice to this effect.</p>
F.3.18	The number of paper copies of the signed Contract to be provided by the Employer is one.

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 Certificate of Attendance at Clarification Meeting
- T2.2 C Declaration claiming Quality Points entitlement
- T2.2 D Declaration of Tax Compliance
- T2.2 E Alternative offer by Tenderer.
- T2.2 F Compulsory Enterprise Questionnaire
- T2.2 G Design and tender stage programme
- T2.2 H Proof of ECSA professional registration
- T2.2 I Professional Indemnity
- T2.2 J CV's of team members with their qualifications
- T2.2 K Certified copy of the receipt for tender document purchase
- T2.2 L Certified copy of NQF Level 7 Qualification
- T2.2 M Certified copy of company registration document

Returnable Schedules will be incorporated into the Contract

- C1.1 Offer and Acceptance
- C1.2 Contract Data (Part 2)
 - C1.2.1 Record of Addenda to Tender Documents
 - C1.2.2 Declaration claiming Preference Points entitlement
 - C1.2.3 Alterations by Tenderer
- C2.2 Bill of quantities

T2.2 A Certificate for Authority of Signatory

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

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

A. 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 ESAKHISIZWE Municipality.

As witnesses:-

1. _____

Director

2. _____

Date

Should the tenderer have, in the opinion of the ESAKHISIZWE Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the ESAKHISIZWE Municipality SHOULD, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the ESAKHISIZWE Municipality SHOULD have

Should the tenderer disregard this or conduct affairs in a way that transgresses the ESAKHISIZWE Municipality Code of Conduct, this could seriously impair future business relations between the ESAKHISIZWE Municipality and such tenderer.

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 ESAKHISIZWE 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 tenderer have, in the opinion of the ESAKHISIZWE Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the ESAKHISIZWE Municipality SHOULD, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the ESAKHISIZWE Municipality SHOULD have

Should the tenderer disregard this or conduct affairs in a way that transgresses the ESAKHISIZWE Municipality Code of Conduct, this could seriously impair future business relations between the ESAKHISIZWE Municipality and such tenderer.

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 authorisation 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 ESAKHISIZWE 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	Authorising signature, Name & Capacity
Lead partner		

Should the tenderer have, in the opinion of the ESAKHISIZWE Municipality, acted raudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the ESAKHISIZWE Municipality SHOULD, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the ESAKHISIZWE Municipality SHOULD have

Should the tenderer disregard this or conduct affairs in a way that transgresses the ESAKHISIZWE Municipality Code of Conduct, this could seriously impair future business relations between the ESAKHISIZWE Municipality and such tenderer.

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 ESAKHISIZWE Municipality.

As witnesses:-

1. _____
Signature: Sole owner

2. _____
Date

Should the tenderer have, in the opinion of the ESAKHISIZWE Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the ESAKHISIZWE Municipality SHOULD, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the ESAKHISIZWE Municipality SHOULD have

Should the tenderer disregard this or conduct affairs in a way that transgresses the ESAKHISIZWE Municipality Code of Conduct, this could seriously impair future business relations between the ESAKHISIZWE Municipality and such tenderer.

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 ESAKHISIZWE 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 tenderer have, in the opinion of the ESAKHISIZWE Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the ESAKHISIZWE Municipality SHOULD, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the ESAKHISIZWE Municipality SHOULD have

Should the tenderer disregard this or conduct affairs in a way that transgresses the ESAKHISIZWE Municipality Code of Conduct, this could seriously impair future business relations between the ESAKHISIZWE Municipality and such tenderer.

T2.2 B Certificate of Attendance at Clarification Meeting

This is to certify that

(Tenderer)

(address)

was represented by the person(s) named below at the compulsory meeting held for all

Tenderers at

.....(location)

on(date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____

Name _____ Signature _____

Capacity _____

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name _____ Signature _____

Capacity _____ Date and time _____

T2.2 C Declaration claiming Quality Points entitlement

Failure to complete and sign this page will result in no quality points being assigned to this tender.

Quality/Functionality criteria to be evaluated.

NO	CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBILITY SCORE
1	Company Experience in provision of professional services (attach letters of recommendation from previous clients)	50	Max 5	250
1.1	<ul style="list-style-type: none"> • Above 15 projects • 10 to 15 • 5 to 10 	50 40 20	Max 5	
2	Capacity number of professionals as per Engineering Professions Act employed by the company. (Attach proof of registration with relevant engineering council, e.g ECSA registration numbers, CV qualification certificates and company organogram)	40		
2.1	<ul style="list-style-type: none"> • 1 professional Engineer(Principal) > 10 years experience (Civil Engineering) • Project Manager > 5 Years experience (Civil Engineering) 	20 20		
	Methodology : <ul style="list-style-type: none"> • Scope management (clear works program) • Quality management • Risk management • Time management • Cost management • Communication management • Report writing 	2 1 2 1 2 1 1	Max 5	50
	Total	100(TW)		500 (MPS)

It must be noted that failure to meet 80% of the points for functionality will result in the tender not considered further. This will lead to the tender deemed non responsive.

Upon request by the Employer, the Tenderer undertakes to provide adequate documentation to fully justify his points claim. Failure to provide any justification shall result in the tender being rejected. The Employer SHOULD evaluate the justification documentation independently and shall in such cases, in his evaluation of the tender, determine, at his sole discretion, the quality points applicable.

Tenderer.....

Signature of TendererDate.....

T2.2 E Alternative offer by tenderer.

Should the Tenderer desire to make an alternative offer to the specified requirement, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter to this tender and referred to hereunder. Alternatives will not be considered unless the specified products have been fully priced in the tender

Page	Clause or Item

Tenderer.....

Signature of tenderer.....

Date.....

T2.2 F Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

T2.2 G Design and tender stage programme and cash flow projections

(attach programme)

T2.2 H Proof of Professional Registration with the Engineering Council of South Africa

(attach certified copies of professional registration)

T2.2 I Professional Indemnity

(attach certified copy)

T2.2 J Curriculum Vitae of all team members

(attach copies)

T2.2 K Certified copy of the receipt for tender document purchase

(attach copy)

T2.2 L Certified copy of NQF Level 7 Qualification (labour intensive)

(attach copy)

T2.2 M Certified copy of company registration document

(attach copy)

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 for the procurement of:

PROFESSIONAL ENGINEERS: UPGRADING OF WARD 2 SPORTS FIELDS

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....Rand (in words);

R.....(in figures)

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

Signature _____ Name: _____

Capacity: _____

For the tenderer

(Name and domicilium citandi of organization)

Name and Signature of Witness _____

Date _____

Acceptance

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

The terms of the Contract, are contained in:

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

Part C2 Pricing Data (see volume 2)

Part C3 Scope of work.

and drawings and documents or parts thereof, which SHOULD be incorporated by reference into Parts C1 to C3 above.

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

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

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

for the Employer _____

(Name and domicilium citandi of organization)

Name and Signature of Witness _____

Date _____

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issues by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorised representatives signing this schedule of deviations, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as

listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this agreement.

For the tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and domicilium citandi of organization)

Name and Signature of Witness _____

Date _____

For the Employer

Signature(s) _____

Name(s) _____

Capacity _____

(Name and domicilium citandi of organization)

Name and Signature of Witness _____

Date _____

C1.2 Contract Data

The Contract Data of this Contract are:

C1.2.1 Conditions of Contract, which comprise the

C1.2.1.1 Standard Conditions of Contract and the

C1.2.1.2 Special Conditions of Contract,

C1.2.2 Part 1: Data provided by the Employer,

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

C1.2.1.1 Standard Conditions of Contract

The Standard Conditions of Contract are: The Standard Professional Services Contract (March 2004, first edition of CIDB document 1014) pages 1 to 15 inclusive, published by the Construction Industry Development Board as amended by the Special Conditions of Contract set out below:

C1.2.1.2 Special Conditions of Contract

The numbering and headings refer to the relevant clauses in the Standard Conditions of Contract. The bold texts on the right are marginal notes and are not part of the special conditions of contract.

3. General

Add:

Service provider's
tax and levy affairs
to be in order

3.15 It is a condition of Contract that :

- i) the taxes of the Service Provider must be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
- ii) the Employer levies of the successful tender must be in order, or that suitable arrangements have been made with the Employer to satisfy them.
- iii) if the declaration is found not to be correct, the Employer SHOULD, in addition to any other remedy it SHOULD have :
 - (a) recover from the Service Provider all costs, losses or damages incurred or sustained by the Employer as a result of the award of the Contract; and/or
 - (b) cancel the Contract and claim any damages which the Employer SHOULD suffer by having to make less favourable arrangements after such cancellation; and/or
 - (c) impose on the Service Provider a penalty not exceeding 5% of the value of the Contract.
- iv) if the Service Provider is a consortium/joint venture, then each party shall comply with this clause.
- v) any sub-Service Provider employed by the Service Provider shall comply

with this clause.

- vi) the Service Provider shall provide certified copies of the following documents :
 - (a) the current relevant business licence;
 - (b) the latest tax receipt in respect of both the Income and Value Added Tax showing the date of issue and district of the Service Provider;
 - (c) Employer Department of Finances Certificate of Good Standing, available from the Employer's Levies Section.

3. General

Add:

The relevant mandatory clauses of the Guideline for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), second edition JULY 2005 shall form part of the conditions of contract.

EPWP contract clauses apply

3.14 Programme

Add to 3.14.1:

d) The Programme of the Services shall contain a Bar Chart which shall set out the activities in sufficient detail to permit objective and accurate evaluation of progress against time elapsed and clearly define the critical path.

Programme to be sufficiently detailed

4.7. Payment of Service Provider

Add:

4.7.1 Subject to the written agreement of both the Employer and the Service Provider, the Employer SHOULD at its discretion agree to allow the Service Provider to cede all or part of the payments which will become due to him in terms of this Contract to one third party. This third party will be the Service Provider's banker unless otherwise agreed by the Employer. The Employer will then cooperate with the terms of the cession provided that nothing contained therein conflicts with any of the terms of this Contract. The Service Provider shall be liable for all legal and other costs that the Employer shall incur in order to comply with this clause.

Cessions

5.3 Designated representative

Add:

This designated person shall represent the service provider in all matters relating to the contract.

Designated representative to fully represent Service Provider

5.5 Service Provider's actions requiring Employer's approval

Add:

- d) Increase the total value of the Contract or
- e) significantly change the scope of work.

Actions requiring Employer's approval

Add:

5.8 Preferential procurement

5.8.1 This Contract will be procured in terms of the Preferential Procurement Policy Framework Act of 2001 and its Regulations as amended.

5.8.2 The declaration: 'Declaration claiming preference points entitlement' shall form part of the Contract Data and the Service Provider shall achieve or comply with the criteria stated in the declaration which were used to determine the preference points entitlement for the tender evaluation of this Contract.

5.8.3 In the event that the Service Provider fails to substantiate that any failure to achieve the Preference Points claimed in the tender was due to quantitative under runs, the elimination of items, or any other reason beyond the Service Provider's control which SHOULD be acceptable to the Employer, the penalty applicable in terms regulation 15(2)(c) shall be equal to $2 * (\text{Preference Points claimed in tender} - \text{Preference points applicable at the time of issue of the Certificate of Completion}) / 100 * \text{Final Contract Value}$.

8.4 Termination

Add to 8.4.1:

(d) Any other valid and significant event.

Preferential
Procurement to
apply

Termination by
Employer

C1.2 Contract Data

C1.2.2 Part 1: Data provided by the Employer

Clause	Data
1	<p>Employer: The Employer is the ESAKHISIZWE Municipality The authorized and designated representative of the employer is: Name: Miss N. Ntlantsana</p> <p>The Employer's address for receipt of communications is: No. ERF 5556 MTHATHA ROAD, CALA. Telephone: 047-877-5200 Facsimile: 047-877-0000 E-mail: nntlantsana@sakhisizwe.gov.za</p>
1	<p>Period of Performance: The time for completing the design including the preparation of acceptable CIDB compliant tender documents and working drawings is 65 calendar days from the date of appointment.</p> <p>Monthly SAKHISIZWE municipality and MIG reporting requirements shall be complied with.</p> <p>All other 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.</p>
3.11	The penalty payable is R1000.00 per Day subject to a maximum amount of 10% of the tender sum. A penalty of R5000.00 per month is payable for each report for which the Service Provider fails to meet the reporting requirements set out in the scope of works. The penalty is payable for each month for which the failure continues.
3.14.1	The final programme shall be submitted within 7 working days of the award of the contract.
5.4	<p>Insurance against: Professional Liability Cover: Full project value. Period: Until three years after project has been commissioned. Deductibles: Greater of 5% or R50,000.00 per claim.</p> <p>Insurance against: Public Liability Cover: Full project value. Period: Entire preconstruction period. Deductibles: Greater of 5% or R50,000.00 per claim.</p>
9.1	Copyright shall vest in the Employer
12	<p>Disputes are to be referred to mediation. Failing selection agreement the mediator shall be selected by the President of the South African Institution of Civil Engineering.</p>
12.2.4	The determination of disputes shall be by litigation.

C1.2 Contract Data

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

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

7.2.2		
	Key Person(s)Name	Specific duties for the project

Tenderer.....

Signature of tenderer.....

Date.....

C1.2.3.2 Declaration claiming preference points entitlement

Special Conditions of Contract Clause 5.8

HDI equity participation compliant with Regulation 13 of the Preferential Procurement Policy Framework Act					
Name	ID number	Position held in tenderer's organization	Date of ownership	Voting percentage of tenderer	Percentage ownership of tenderer
NOT APPLICABLE					
Total ownership %					

Table 1

Tenderers SHOULD include, pro rata, the HDI component attributable to proposed subcontractors.

The tenderer declares that the HDI equity points claimed are valid in terms of the Preferential Procurement Policy Framework Act.

The tenderer agrees that the preference points entitlement claimed shall be corrected for errors in the tables or the summation thereof.

Tenderer.....

Signature of tenderer.....

Date.....

Note: If the above space is insufficient the tenderer shall prepare a similar schedule including the declaration, sign it and attach it to this page

C1.2.3.3 ALTERATIONS BY THE TENDERER

Should the Tenderer desire to make any departures from or modifications to the Contract Volume Parts C1, C2 or C3, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter to this tender and referred to hereunder, failing which the tender will be deemed to be unqualified. Tenderers should note that alterations deemed unacceptable by the Employer SHOULD result in the tender being rejected without further consideration.

PAGE	CLAUSE OR ITEM

Tenderer.....

Signature of tenderer.....

Date.....

CONTRACT VOLUME: PART C2 PRICING DATA

TABLE OF CONTENTS

	Page	Colour
Contract Volume Part C2: Pricing Data		
Tender Sum	51	Yellow
C2.1 Pricing instructions	52	Yellow
Preamble to pricing schedule	53	Yellow
C2.2 Bill of quantities	56	Yellow

TENDER SUM

For ease of reference, Tenders shall enter their tender sum, copied from the Form of Tender, in the space provided below. Should there be a discrepancy, then the sum calculated from the Pricing Schedule and entered in the Form of Tender subject to any arithmetic correction, shall hold precedence.

Tender Sum (amount in words)
.....
....., inclusive of VAT

Tender Sum (amount in figures) R, inclusive of VAT

NAME OF TENDERER:.....

SIGNED ON BEHALF OF THE TENDERER:

C2.1 Pricing instructions

The payment to be paid to the Service Provider for providing the Services required in terms of this Agreement and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the following and marked up or down as set out in the priced bill of quantities.

Government Gazette 39480, 4 December 2015– Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act No. 46 of 2000 as amended by the Schedule of Amendments to Guideline Scope of Services and Tariff of Fees (Government Gazette 39480, 4 December 2015 and set out in section C3 Scope of work, Brief.

The bill of quantities shall be understood and priced as follows:

Item refers to the numbering in a logical order.

Description refers to the **Item** descriptions in the Government Gazette 39480, 4 December 2015.

Estimated value payable (R) indicates the estimated rand value that would be payable to the Service Provider in terms of paragraph two above. It includes mark ups set out in the gazette. This value is subject to re-measurement in terms of the Contract.

Rate is the percentage or amount by which the tenderer wishes to mark up or down the **Estimated value payable (R)**.

Tendered price for items 1,2 and 4 is the **Estimated value payable (R)** adjusted up or down in accordance with the **% Mark-up or Markdown**.

The **tender sum** is the sum of the tendered prices for items 1, 2 and 4 and the applicable VAT.

Applicable fee for works designed by Contractor.

The fee payable to the Service Provider for works in which the construction Contractor provides detailed design shall be determined by the Employer as a proportion of the full fee that is applicable to the extent of preliminary design carried out by the Service Provider. The table in clause 3.2.9 (1) of Government Gazette 39480, 4 December 2015 shall form the basis of such a determination.

PREAMBLE TO THE PRICING SCHEDULE

1 Tenderers shall calculate their prices for the various stages based on the “Normal Services” described in the said ECSA guidelines, Clause 3.1.

2 The municipality has calculated the engineering professional fees costs of the project as shown in the bills of quantities. Tenderers shall enter a percentage of the estimated engineering professional fees amount in the rates column of the bills of quantities against each of the relevant stages of the project. The amount for each stage shall then be calculated and entered in the schedule.

It is essential that all items are priced. F.3.9 in Annexure F of Government Gazette No. 27831 of 22 July 2005 (Standard Condition of Tender) will be used for dealing with arithmetic errors.

3 The tendered percentages for each stage will be used to determine an adjusted professional fee in the event of a variation in the construction cost.

Fees payable for the Preliminary Design, Detailed Design and Tender Documentation, and the Working Drawings stages will be finalised when the construction contract is awarded and will be based on the value of the construction contract. These fees will not be re-adjusted on completion of construction.

Design changes during the construction stage will be treated on merit. No additional fees will be paid if such changes are necessary due to the Tenderer’s negligence. (Refer to the Special Conditions of Contract)

4 The Pricing Schedule also includes provisional sums for “Additional Services” as described in the ECSA guidelines, Clause 3.2. The Tenderer shall enter a percentage mark-up for each of the provisional sums listed in the schedule and calculate an amount. The flat 10% mark-up rate stated in Clause 4.5(1)(b) of the guidelines is not applicable to this project.

5 Rates for Timed-Based Services shall be entered against the relevant items in the Pricing Schedule for different levels of personnel. Time-based payments will only be made when the work involved has been specifically ordered in writing by the Elundini Municipality.

6 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

7 The estimated engineering professional services value and provisional sums set out in the bills of quantities are approximate values only. The values of work finally accepted and certified for payment, and not the values given in the bills of quantities, will be used to determine payments to the Tenderers.

The validity of the contract shall in no way be affected by differences between the values in the bills of quantities and the values finally certified for payment. Work will be valued at the percentage rates or lump sums Tender.

- 8 Percentage rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed stages of work as specified. Full compensation for completing the stages of work, including during the defects liability period, as specified in the ECSA guidelines and scope of services, and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, ECSA guidelines and scope of services, shall be considered as provided for collectively in the items of payment given in the bills of quantities, except in so far as the values given in the bills of quantities are only approximate.

- 9 The Tenderer shall fill in a percentage rate or a lump sum for each item where provision is made for it. Items against which no rate or lump sum has been entered in the Tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bills of quantities

Tenderers shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered. If a Tenderer wishes to make any alteration to the bills of quantities, then it should be treated as an alternative tender.

The tendered percentage rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 10 The values of work or provisional sums stated in the bills of quantities shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the Tenderers.

- 11 The value of work or provisional sums in the bills of quantities shall not be regarded as authorisation for the Tenderers to engage sub-Tenderers or to execute work. The Tenderers shall obtain the Employer's approval prior to executing work or making arrangements in this regard.

- 12 The short descriptions of the payment items in the bills of quantities are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the ECSA guidelines, in particular the references to "Normal Services" and "Additional Services", the scope of services, the general conditions of contract and the special conditions of contract for more detailed information regarding the extent of services entailed under each item.

- 13 A tender SHOULD be rejected if the percentage rates or lump sums for any of the items in the bills of quantities are, in the opinion of the Municipality, unreasonable or out of proportion. The Tenderer will be given a period of seven (7) days after having been notified in writing by the SAKHISIZWE Municipality to adjust the percentage rates or lump sums for the relevant items.

- 14 The units of measurement indicated in the bills of quantities are generally percentages (%) and provisional sums.
- 15 All rates and sums of money quoted in the bills of quantities shall be in South African Rands and whole cents. Fractions of a cent shall be discarded

Part C2 Pricing Data

C2.2 Bill of quantities

All bidders have to furnish the Employer with the Technical report inclusive of total estimated cost of the project (attach a detailed BOQ)

Item	Stage / Description	Unit	Estimated value payable (R)	Rate	Amount
1.0	Normal services				
1.1	Preliminary design stage	%			
1.2	Design and tender stage	%			
1.3	Working drawings	%			
1.4	Construction stage	%			
1.5	Completion of all consulting engineering services and submission of as built drawings	%			
1.6	Sub-total				
2.0	Additional services				
2.1	Survey	Prov. sum			
2.1.1	Mark-up for item 2.1	%			
2.2	Geotechnical information	Prov. Sum			
2.2.1	Mark-up for item 2.2	%			
2.3	Environment issues	Prov. Sum			
2.3.1	Mark-up for item 2.3	%			
2.4	Sub-total				
3.0	Time basis				
3.1	Category A	hr			Rate only
3.2	Category B	hr			Rate only
3.3	Category C	hr			Rate only
3.4	Category D	hr			Rate only
4.0	Expenses and costs				
4.1	Travel	%			
4.2	Recoverable expenses	%			
4.3	Sub-total				
5.0	TOTAL (sum of items 1.6, 2.4 and 4.3)				
5.1	Add: Value added Tax 14%				
5.2	TENDER AMOUNT				

No additional items SHOULD be added to the Bill of Quantities.

NOTES :

The total Tender amount shall be carried forward to the Tender sum in page 1.3 of volume 2.

- Time based payments will only be made if the services are approved in writing by the Employer. Tenderers shall enter rates for the appropriate level of personnel who will carry out any timed based services.

CONTRACT VOLUME PART C3: SCOPE OF WORK

CONTRACT VOLUME C 3: SCOPE OF WORKS FOR PROFESSIONAL ENGINEERING SERVICES**(SERVICES REQUIRED OF THE TENDERER)****CONTENTS**

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C3.1. INTRODUCTION

INTRODUCTION:

The proposed project is for the development of the Sakhisizwe Sports Fields. There is an existing sports field that needs to be upgraded to accommodate the other sporting codes which is now has 2 sporting codes (soccer and rugby)

2. PROJECT DESCRIPTION

2.1 LOCATION

The Sakhisizwe Local Municipality is a local municipality in the Chris Hani District Municipality's area of jurisdiction and falls within the Eastern Cape province of South Africa.

The sport facility to be upgraded is in ward 02 in the Sakhisizwe Municipality.

BACKGROUND

There are facilities around that are in a useable condition but require that the facility be improved and able optimum use thereof. Neither the local community nor the surrounding schools have proper facilities where recreation can take place and where clubs can take part and compete in healthy activities.

The entire community can benefit from the facility, either as active competitors or as spectators. The positive effect on society as a whole is obvious.

OBJECTIVES

- To provide sport facilities for the residents of Elliot;
- To provide sport facilities for clubs in the neighborhood;
- To create job opportunities;
- To build capacity in sport clubs that will empower them to operate and manage the facility;

- To promote a culture of reconstruction and development through community participation in the planning and implementation of the project, as well as in the eventual utilization and management of the facilities.

Technical and Financial proposals from suitably qualified engineering Tenderers shall be submitted in accordance with the Tender Notice and the SAKHISIZWE Municipal's Supply Chain Management Policy.

C3.2. DESCRIPTION OF THE PROJECT

C3.2.1 Existing Road

The condition of the existing road networks is in a bad state, the lack of functional storm water facilities contributed to the erosion of the pavement layers on the road.

C3.2.2 Topography

The route of the proposed road cuts through a village and it is characterized by a flat terrain.

C3.2.3 Geotechnical and Materials Aspects

No geotechnical information is available and as per the above, the contents of this description are based on a visual inspection and general experience in the region.

Sources of suitable materials for pavement layer(s) will be sourced locally. Successful bidder will advise the client in writing accordingly, if a specific geotechnical investigation and assessment report will be required.

C3.2.4 Traffic Volumes

No reliable traffic counts have been carried out in the area. With the upcoming developments within Sakhisizwe, it is anticipated to have medium to high volume of traffic as it connect to a district road.

C3.2.5 Proposed Design Standards

The proposed construction would be to a suitable low traffic gravel road. The design standards will be in accordance with the Municipal Standard Details.

The geometric design shall be carried out according to applicable design standards. However, the Tenderer shall liaise with the ESAKHISIZWE Municipality regarding the most appropriate design speeds and cross section for different sections of the road. The Tenderer is expected to adopt a flexible and innovative approach with regard to geometric standards. Notwithstanding, the long term safety and integrity of the road shall receive due consideration. Regular design liaison meetings between the Tenderer and the Employer will be held, at least on a monthly basis.

The Tenderer is also expected to adopt a design philosophy which will maximise the use of local resources and labour during the construction phase, in accordance with the principles of Expanded Public Works Programme. The Tender documentation will reflect this philosophy and shall promote Broad-Based Black Economic Empowerment (BBBEE) in general.

C3.2.6 Environmental and Mineral Resources

The Tenderer will be responsible for implementing the necessary processes to obtain approval in respect of the environment and the use of materials.

C3.2.7 Existing Services

The Tenderer shall identify any existing services, such as electricity, telephone, water supply, etc, which SHOULD be affected by the project. It is imperative that the relevant authorities be advised timeously about the need to relocate services and that disruptions to the road programme are minimised. It is the Tenderer's responsibility to notify the authorities and put in place a programme for any relocation.

Relocation costs are generally paid via the construction contract and provision should be made in the tender document. However, critical relocations SHOULD have to be done in advance and paid for via this professional services contract.

C3.3. EXECUTION OF PROFESSIONAL ENGINEERING SERVICES

C3.3.1 General

The Tenderer shall execute the required services in a professional manner, complying with the appropriate design codes and specifications. The Tenderer shall also comply with all relevant legislation pertaining to the built environment in general and to road projects in particular.

The Tenderer should demonstrate in his Technical Proposal that he is aware of the relevant legislation and the various approvals required at certain stages of the project. Failure to demonstrate this knowledge will result in the tender being considered non-responsive in terms of functionality.

Although the contract should be objective orientated rather than time orientated, the Tenderer will be expected to apply himself/herself efficiently and professionally. A suitable completion period for the documentation and contract drawings will be negotiated with the Tenderer once the scope of the project and the nature and time for specialist investigations is fully apparent. The duration of the construction stage will be determined after the Contract Documents are drawn up.

C3.3.2 Scope of Professional Services

The Scope of Services are as set out in the Engineering Council of South Africa's Board Notice 151 of 2014 – Guideline Scope of Services and Tariff of Fees, as published in Government Gazette No 39480 dated 4 December 2015, and any subsequent updates.

Specific requirements for the various stages and for additional services are given in

clauses C3.4 to C3.10 of Section C3 of the project document.

C3.3.3. Provision of Personnel and Resources

Particular emphasis is placed on the qualifications of the key personnel to be provided when calculating the points score for functionality. No changes to the proposed personnel will be accepted without clear motivation and only then in exceptional circumstances. Replacement personnel must have similar or better qualifications to those original proposed.

Failure to provide suitable personnel and resources SHOULD result in the tenders being re-evaluated and the Contract being cancelled as per Clause 8.4 of the Special Conditions.

C3.3.4 Programme of Activities

The Tenderer shall submit a final programme indicating the key milestones to the Employer within 7 (seven) days of the date of the letter of acceptance of tender. The key milestones shall include, but are not limited to:

- Submission of preliminary design report.
- Obtaining approval letters from DSRAC
- Submission of draft Tender drawings.
- Submission of draft Tender documentation.
- Completion of final Tender drawings and documentation.
- Date for advertising Tenders.
- Date for closing of Tenders.
- Date for signing of construction drawings.

The programme shall also demonstrate that the Tenderer recognises the various inputs required in order to meet these milestones. Failure to submit an acceptable programme will lead to delays which could in turn result in penalties.

The preparation of the programme, and of any required updates, is considered to be included in the Tender percentage fee for the preliminary design.

C3.3.5 Progress Meetings

The Tenderer shall meet formally with the Employer on a monthly basis to discuss progress on the project. The Employer SHOULD ask for additional meetings in the event of progress being behind the accepted programme. All meetings shall take place in SAKHISIZWE.

The meetings shall continue during the construction stage, with the specific purpose of presenting cost forecasts to the Employer and highlighting any technical or contractual issues. These meetings shall be addition to the normal monthly site meetings with the successful Tenderer for construction.

All the cost of attending the first two progress meetings per month is deemed to be

included in the tender percentage fee for the various stages of the project.

C3.3.6 Reporting

Monthly progress reports shall be prepared and tabled at the above meetings together with a marked up programme illustrating progress. In addition, the Tenderer shall ensure that the project details are captured in the Employers database and that the relevant data is updated on a monthly basis.

The following MIG forms must be completed on the MIG-MIS (no hard copy MIG forms will be accepted):

MIG FORM	TARGET DATES	PURPOSE
MIG 4	14 days after letter of acceptance	Registration of consultant
MIG 5	7 days after letter of acceptance by the contractor(s)	Registration of contractor(s)
MIG 6	To be submitted with the Tenderer's invoice and/or on the 25 th of every month	Request for payment for design stage
MIG 8	To be submitted with the Tenderer's invoices and/or the contractor's payment certificates and/or on the 25 th of every month	Request for payment for construction stage
MIG 9	To be submitted with the contractor's payment certificate linked to physical completion	Physical completion stage
MIG 10	To be submitted with the contractor's final payment certificate and/or the Tenderer's final invoice	Final completion stage

There will be no additional cost for MIG-MIS reporting. No payments will be processed should the Tenderer fail to submit any of the above reports as required in the above table.

Every report shall be accompanied by progress photos.

C3.3.7 Targeted Procurement

The inclusion of targeted procurement procedures (Clause 3.1 of ECSA Board Notice 151 of 2014) in tender documentation, and reporting thereon during construction, are deemed to be included in the various stages and will not be paid for separately.

C3.4. PRELIMINARY DESIGN STAGE

The Preliminary Design Stage shall be carried out in accordance with Clause 3.2.2 of ECSA Board Notice 151 of 2014 and any subsequent updates.

C3.5. DETAILED DESIGN AND TENDER DOCUMENTATION

The Design and tender Stage shall be carried out in accordance with Clause 3.2.3 and 3.2.4 of ECSA Board Notice 151 of 2014 and any subsequent updates.

During the design process cognizance must be taken of the requirements of the Expanded Public Works Programme and allowance made for the inclusion of operations that can be carried out under this programme.

The format of the tender documentation shall be discussed in advance with the Employer. The Employer shall provide information in terms of the ESAKHISIZWE Municipal's Supply Chain Management Policy and Special Conditions of Contract, as well as the Tender evaluation procedure to be followed. Materials information is considered to be an integral part of the Tender documentation.

It must be noted that the tender documents must include details on how traffic shall be accommodated during construction. There shall be no ambiguity with regard to the provision of traffic control devices and/or the construction of bypasses. The use of the existing roads as bypasses is to be encouraged.

The tender documents received shall be evaluated according to the requirements of the Employer. This includes a detailed check of the Tenderer's credentials, compliance with ESAKHISIZWE Municipal's Supply Chain Management Policy and evaluation according to a points scoring system.

C3.6. WORKING DRAWINGS

The Working Drawings shall be prepared in accordance with Clause 3.2.3 of ECSA Board Notice 151 of 2014 and any subsequent updates.

The full set of construction drawings must be submitted for approval of the Employer. Signed construction drawings are required prior to the official contract commencement date of the Contractor.

Road construction drawings shall include all drainage details, guardrails, setting out details, location of services, road reserve co-ordinates, details of survey benchmarks, intersections and access, cadastral information and boundaries, etc.

C3.7. CONSTRUCTION STAGE

The Construction Stage shall be carried out in accordance with Clause 3.2.5 of ECSA Board Notice 151 of 2014 and any subsequent updates.

During the course of construction, the Tenderer shall update the Employer's database on a monthly basis. In addition, the Tenderer shall ensure that all information required for reporting in terms of employment statistics and targeted procurement are provided and submitted.

C3.8. COMPLETION OF SERVICES

The completion of services refers to the preparation of "As-Built" drawings/ record drawings, As-Built information, a comprehensive Construction/Contract Report, a maintenance plan, and their submission to the Employer

It is a requirement that the professional services be completed and all documentation submitted to the Employer within 3 months of the issue of the Contractors' Certificate of Physical Completion.

C3.9. CONSTRUCTION MONITORING / SITE SUPERVISION

Construction monitoring/site supervision is included in this professional services contract. Refer to Clause 3.3.2 of ECSA Board Notice 151 of 2014

A level 3 is required for the construction monitoring. Refer to clause Clause 3.3.2 (6) (c) of ECSA Board Notice 151 of 2014

C3.10. ADDITIONAL SERVICES

All additional services shall be carried out in accordance with Clause 3.3 of ECSA Board Notice 151 of 2014 and any subsequent updates. The following additional services are envisaged, although further services SHOULD be added by the Employer.

C3.10.1 Survey

A detailed engineering topographical survey is required which will provide sufficient detail for the road alignment to the existing road.

A recognised and experienced survey firm will be engaged. The cost and the appointment shall be approved by the Employer.

C3.10.2 Geotechnical Investigation (If required)

A comprehensive geotechnical investigation is required in order to minimise the potential for unforeseen conditions on site. The cost and the appointment shall be approved by the Employer.

C3.10.3 Environmental Issues

The necessary environmental approvals for the project WILL be obtained from the relevant government departments. An environmental specialist shall be engaged to carry out investigations, liaise with the relevant departments, submit reports and obtain approvals.

C3.10.4 Expropriation and Compensation (If Required)

The Tenderer is responsible for ensuring that the Employer's procedures with regard to expropriation and compensation are adhered to.

Expropriation diagrams are required for each affected property. These shall be

forwarded to the owners by the Tenderer under the Employer's letterhead. The format of the diagrams and the letters shall be agreed between the Tenderer and Employer.

The Tenderer shall be reimbursed for inputs related to expropriation on a time and cost basis.

C3.10.5 Time Based Services

With reference to Clause 4.2 of ECSA Board Notice 151 of 2014, the Employer SHOULD order that certain services be carried out on a time and cost basis.

The Tenderer is required to provide Tender hourly rates for various categories of personnel as per Items 3.1 to 3.4 of the Pricing Schedule. These rates only shall be used to calculate the value of time based services. Clause 4.2 (3) of ECSA guidelines shall not apply.

C3.11. MEASUREMENT AND PAYMENT

The principles for the measurement and payment of professional fees to the Tenderer are explained in the Preamble to the Pricing Schedule. Clarification of costs deemed to be included in the Tender rates for normal services are provided below.

C3.11.1 General

C3.11.1.1 Travel

All travel costs will be paid using the Gazetted rates, with all relevant documentation submitted to the Employer as evidence.

C3.11.1.2 Expenses

Miscellaneous expenses as described in Clause 4.6 of ECSA Board Notice 151 of 2014 shall be recovered at the actual cost plus the Tender mark up (Clause 4.6 will not be applicable).

C3.11.1.3 Reporting and Meetings

All costs associated with monthly reports, progress meetings and updating the Employer's database are deemed to be included in the Tender rates for normal services.

C.3.11.2 Preliminary Design Stage – Payment Item 1.1

No separate payment will be made for the report stage described in Clause 3.2.1 of ECSA Board Notice 151 of 2014.

Any services listed under Clause 3.2.1 of ECSA Board Notice 151 of 2014 which are

carried out under this Contract are deemed to be included in the tender rate for the Preliminary Design Stage.

C3.11.3 Design and Tender Stage – Payment Item 1.2

The Tender rate for the Design and Tender Stage is deemed to include all costs associated with incorporating targeted procurement into the Tender documentation.

It is anticipated that traffic counts and a detailed analysis will be required in order to predict the design traffic for pavement and surfacing design. All costs associated with calculating the design traffic are deemed to be included in the Tender fee for this stage of the normal services.

The inclusion of targeted procurement procedures, OHS Act regulations, a Tender evaluation system, environmental specifications, and any other specific requirements, in the tender documents are deemed to be covered by the Tenderer's percentage rate for Design and Tender Stage.

The fees (up to the first 50% of the tendered rate) for this stage shall be claimable once the Consulting Engineer has submitted a detailed project design report (with detailed drawings) to the ESAKHISIZWE Municipality and has submitted his progress report, and on approval of the design report by the ESAKHISIZWE Municipality.

The fees (up to 100% of the tendered rate) for this stage shall be claimable once the tender stage has been completed and the appointment of the Contractor is done by the Employer.

C3.11.4 Working Drawing Stage – Payment Item 1.3

The fees (up to 100% of the tendered rate) for this stage shall be claimable once the Consulting Engineer has submitted a complete set of construction drawings to the Employer and the Contractor; and has submitted his progress report.

C3.11.5 Construction Stage – Payment Item 1.4

The Tender rate for the Construction Stage shall include for carrying out the duties of the Engineer in accordance with the General Conditions of Contract pertinent to the construction contract.

Should any dispute require resolution via mediation, arbitration or litigation, then additional services as described in Clause 3.3.7 of the ECSA Board Notice 151 of 2014 shall apply.

The Consulting Engineer shall be entitled up to the tendered rate of the total approved percentage fee at the completion of this stage. Progress payments shall be made on a pro-rata basis, based upon the actual construction cost according to the progress made with the project and provided that the Consulting Engineer's fee does not exceed the tendered rate of the total approved percentage fee for the project,

and provided that the Consulting Engineer submits monthly progress reports as required by the ESAKHISIZWE Municipality.

The Consulting Engineer shall be entitled up to of the total approved percentage fee for the project when this stage is complete.

C3.11.6 Completion of Services – Payment Item 1.5

Payment under this item will only be made once all reports and as-built information have been accepted by the Employer, and all necessary approvals and closures obtained from the relevant departments and authorities.

The Consulting Engineer shall be entitled to the remaining tendered rate of the fee budget, based on the actual construction cost.

MUNICIPAL BID DOCUMENTS

MBD 4

MBD 6.1

MBD 8

MBD 9

MBD 4**MBD 4 – DECLARATION OF INTEREST**

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

3.1.	Full Name of bidder or his or her representative	
3.2.	Identity Number	
3.3.	Position occupied in the Company (director, shareholder etc.)	
3.4.	Company Registration Number	
3.5.	Tax Reference Number	
3.6.	VAT Registration Number	

3.7.	Are you presently in the service of the state?	YES	NO
3.7.1.	If so, furnish particulars:		
3.8.	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1.	If so, furnish particulars:		

- 1 MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
- i. any municipal council;
 - ii. any provincial legislature; or

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

3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1.	If so, furnish particulars:		
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1.	If so, furnish particulars:		
3.11.	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12.	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

4. DECLARATION

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

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

MBD 6.1**MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)****NB:****Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.****1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).

1.2. The value of this bid is estimated to not exceed R1,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1. The maximum points for this bid are allocated as follows:

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

1.4. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1. "All Applicable Taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2. "B-BBEE" means broad-based black economic empowerment as defined in

section 1 of the Broad-Based Black Economic Empowerment Act;

2.3. “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4. “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5. “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6. “Comparative Price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7. “Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

2.8. “Contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9. “EME” means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);

2.10 “Firm Price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “Functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “Non-firm Prices” means all prices other than “firm” prices;

2.13 “Person” includes a juristic person;

2.14 “Rand Value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 “Sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “Total Revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where:

P_s = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

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

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

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

5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a CERTIFIED COPY thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6. Tertiary institutions and public entities will be required to submit their B-BBEE

status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

2. SUB-CONTRACTING

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

3. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise	
VAT registration number	
Company registration number	
	Partnership / Joint Venture / Consortium

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

9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

MBD 8**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?		

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?	
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 should this declaration prove to be false.

MBD 9**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:

SAKHISIZWE 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:

f) prices;

g) geographical area where product or service will be rendered (market allocation

h) methods, factors or formulas used to calculate prices;

i) the intention or decision to submit or not to submit, a bid;

j) the submission of a bid which does not meet the specifications and conditions of the bid; or

k) 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.

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