

**MUNISIPALITEIT SIYANCUMA MUNICIPALITY****TENDER DOCUMENT****TENDER: SIYA 01/2023**

**THE APPOINTMENT OF CONSULTING ENGINEERS FOR ALL CIVILS WORKS FRAMEWORK AGREEMENT, SHORTLISTED OF FIVE (5) PSP's, BASIS FOR CIVIL PROJECTS IN SIYANCUMA MUNICIPAL AREA FOR A THREE (3) YEAR PERIOD,**

**CLOSING DATE: 14 Desember 2022      CLOSING TIME: 12H00**

ENQUIRIES: Mr. Xolile Geco  
12 Charl Cillier Street, Douglas, 8730  
(053) 298 1810

NAME OF BIDDING COMPANY: .....

CONTACT PERSON (*FULL NAMES*): .....

TEL NO: ( ..... ) ..... CELL: .....

CENTRAL SUPPLIER DATABASE NO: .....

DATE OF TENDER : .....

TENDER CONTRACT PRICE : .....

SIGNATURE OF TENDERER: .....

Siyancuma Municipality

**TENDER SIYA 01/2023**

**THE APPOINTMENT OF CONSULTING ENGINEERS FOR ALL CIVILS WORKS FRAMEWORK AGREEMENT, SHORTLISTED OF FIVE (5) PSP's, BASIS FOR CIVIL PROJECTS IN SIYANCUMA MUNICIPAL AREA FOR A THREE (3) YEAR PERIOD**

**CLOSING DATE: 14 Desember 2022****CLOSING TIME: 12:00****NAME OF BIDDER\*** .....**ADDRESS\*** .....

.....

.....

.....

**NAME OF PERSON RESPONSIBLE FOR TENDER\*** .....**TEL NUMBER\*** .....**FAX NUMBER\*** .....**TENDER AMOUNT, INCL VAT\*** .....**B-BBEE STATUS LEVEL\*** .....**CENTRAL SUPPLIER DATATBASE REG NO\*** .....**DELIVERY / COMPLETION PERIOD** .....**(\*TO BE COMPLETED BY BIDDER)**

**TENDER: SIYA 01/2023**

**THE APPOINTMENT OF CONSULTING ENGINEERS FOR ALL CIVILS WORKS FRAMEWORK AGREEMENT,  
SHORTLISTED OF FIVE (5) PSP, BASIS FOR CIVIL PROJECTS IN SIYANCUMA MUNICIPAL AREA FOR A THREE (3)  
YEAR PERIOD**

<b>GENERAL TENDER INFORMATION</b>
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**TENDER ADVERTISED** : **SIYA 01/2023**

**CLOSING DATE** : **14 Desember 2022**

**CLOSING TIME** : **12:00**

**CLOSING VENUE** : **SCM Tender Box – Siyancuma Municipality – Charl Cillier  
Street, Douglas, 8730**

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## SIYANCUMA MUNICIPALITY

## TENDER INVITATION

TENDER: SIYA 01/2023

CLOSING TIME: 12:00

CLOSING DATE 14 Desember 2022

**TENDER SIYA 01/2023: THE APPOINTMENT OF CONSULTING ENGINEERS FOR ALL CIVILS WORKS FRAMEWORK AGREEMENT BASIS, SHORTLISTED OF FIVE (5) PSP, FOR CIVIL PROJECTS IN SIYANCUMA MUNICIPAL AREA FOR A THREE (3) YEAR PERIOD.**

Tenders are hereby invited for  
**THE APPOINTMENT OF CONSULTING ENGINEERS FOR ALL CIVILS WORKS FRAMEWORK AGREEMENT BASIS, SHORTLISTED OF FIVE (5) PSP, FOR CIVIL PROJECTS IN SIYANCUMA MUNICIPAL AREA FOR A THREE (3) YEAR PERIOD**

Tenders must be submitted on the original documents and remain valid, irrevocable and open for acceptance by the Municipality at any time for a period of 120 days after the closing date in the tender document). Enquiries about the specifications of the tender may be addressed to Mr.Xolile Geco at telephone (053) 298 180 or 0722585388 or by e-mail to [geco@siyancuma.co.za](mailto:geco@siyancuma.co.za)

The fully completed original tender document must be in a sealed envelope and be deposited in the **tender box on the at the Siyancuma Municipality – 12 Charl Cillier Street, Douglas, 8730 by not later than 12:00 on 14 Desember 2022** The envelope must be endorsed clearly on the outside with the number, title and closing date of the tender as above. The tender box will be emptied just after 12:00 on the closing date after which all bids will be opened in public. Late bids or bids submitted by e-mail or fax will under no circumstances be accepted. Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), The Preferential Procurement Regulations, 2017 and the Siyancuma Municipality's Supply Chain Management Policy, for which 80 points will be allocated in respect of price and 20 points in respect of B-BBEE contribution.

***The tender document contains detailed information and is more explicit on the evaluation criteria.***

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

**MF MANUEL**  
**MUNICIPAL MANAGER**  
**Notice number SIYA 01/2023**

Tenders word hiermee aangevra vir **DIE AANSTELLING VAN RAADGEWENDE SIVIELE INGENIEURS (RGSE), KORTLYS VAN VYF (5) RGSE, VIR VERSKEIE SIVIELE PROJEKTE IN DIE SIYANCUMA MUNISIPALE AREA VIR 'N DRIE (3) JAAR PERIODE.**

Tenders moet ingedien word op die oorspronklike tender dokument en die aanbod moet geldig, onherroepbaar en oop bly vir aanvaaring deur die Munisipaliteit op enige stadium vir n tydperk van 120 dae na die sluitings datum. Navrae aangaande die spesifikasies kan gerig word aan Mr. Xolile Geco by telefoon (053) 298 1810 en 0722585388 of by e-pos aan [geco@siyancuma.co.za](mailto:geco@siyancuma.co.za).

Volledig voltooide tender dokumente moet in 'n verseëelde koevert in die tenderkas geplaas word **by Siyancuma Munisipaliteit, Charl Cillierstraat, Douglas, 8730** teen nie later nie as **12:00 op 14 Desember 2022**. Die koevert moet duidelik gemerk word met die nommer, titel en sluitingsdatum van die tender soos hierbo. Die tenderkas word net ná 12:00 op die sluitingsdatum leeggemaak, waarna alle tender dokumente in die openbaar oopgemaak sal word. Laat tenders of tenders wat per e-pos of faks ingedien word, sal onder geen omstandighede aanvaar word nie.

Tenders sal geëvalueer en beoordeel word ingevolge die Voorkeurverkrigingsbeleid Raamwerk Wet (Wet 5 van 2000), die Voorkeurverkrigingsbeleid, 2017 en die Siyancuma Munisipaliteit se Voorkeurverkrigingsbeleid waarvoor 80 punte ten opsigte van prys en 20 punte toegeken word ten opsigte van die B-BSEB bydrae.

**Die tender dokument bevat detail besonderhede rakende die evaluering van die tender.**

Die Munisipaliteit behou die reg voor om enige uitnodiging om tender terug te trek, of om 'n tender net gedeeltelik te aanvaar. Die Munisipaliteit is nie gebonde tot die aanvaarding van die laagste tender of toekenning aan die tenderaar wat die meeste punte behaal het nie.

**MF MANUEL**  
**MUNISIPALE BESTUURDER**  
**Kennisgewing nommer: SIYA 01/2023**

## SECTION 1.2: TENDER CONDITIONS AND INFORMATION

### 1.2.1 General and Special Conditions of Contract

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

### 1.2.2 Acceptance or Rejection of a Tender

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

### 1.2.3 Validity Period

Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the Municipality at any time for a period of 120 days after the closing date stated on the front page of the tender document.

Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the Municipality at any time after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the Municipality.

### 1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by cash or EFT payment in to Siyancuma Municipality bank account payable to the Siyancuma Municipality. These costs are non-refundable.

### 1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the CSD to register without delay. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the CSD.

### 1.2.6 Functionality Criteria

Tender will be evaluated according to the functionality criteria as set out in tender document.

### 1.2.7 Completion of Tender Documents

- a) The original tender document must be completed fully in black pen ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Failure to do so may result in the disqualification of the tender.

### 1.2.8 Compulsory Documentation

#### 1.2.8.1 Income Tax Clearance Certificate

- a) A valid original Income Tax Clearance Certificate and/or SARS unique PIN must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Income Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Income Tax Clearance Certificate on record and obtain written confirmation from the Supply Chain Management Unit of the Municipality. The letter of confirmation must be included in the tender documents. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.
- b) Bids not supported by a valid original Income Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, will be disqualified.

**1.2.8.3 Municipal Rates, Taxes and Charges**

- a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months will be disqualified.

**1.2.9 Authorised Signatory**

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

**1.2.11 Samples**

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

**1.2.12 Quantities of Specific Items**

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

**1.2.13 Submission of Tender**

- (a) The tender must be placed in a sealed envelope, clearly marked with the tender number, title as well as closing date and time and be placed in the **tender box on the at the Siyancuma Municipality – 45 Charl Cillier Street, Douglas, by not later than 12:00 on 13 December 2022**
- (b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

**1.2.14 Expenses Incurred in Preparation of Tender**

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

**1.2.15 Contact with Municipality after Tender Closure Date**

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

**1.2.16 Opening, Recording and Publications of Tenders Received**

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

**1.2.17 Evaluation of Tenders**

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

**1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000, the Preferential Procurement Regulations, 2017 as well as the Municipality's Supply Chain Management Policy.

**1.2.19 Contract**

The signing of both Parts of Section 5 of this bid document signifies the conclusion of the contract, thus it is imperative that the prospective bidder complete and sign Contract Form: Part One. Not completing and signing the mentioned contract will suggest that the bidder is not making an offer to the Municipality. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder. Upon acceptance of the preferred proposal by the Siyancuma Municipality, the Service Provider agrees and undertakes to be bound by the terms of the proposal submitted.

**1.2.20 Language of Contract**

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

**1.2.21 Extension of Contract**

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

**1.2.22 Stamp and Other Duties**

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

**1.2.23 Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

**1.2.24 Enquiries**

Enquiries in connection with this tender may be addressed to Mr Xolile Geco at telephone (053) 298 1810 and specifications prior to the tender closure date, or e-mail [geco@siyancuma.co.za](mailto:geco@siyancuma.co.za).



## 1.3 GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

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

## **6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forth with, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

**18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

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

**28. Limitation of Liability**

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

**32. Taxes and duties**

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



## SECTION 2.1: SPECIFICATIONS (SCOPE OF WORKS)

### Scope of Works

#### 2.1.1. DESCRIPTION OF WORKS

##### A. EMPLOYERS OBJECTIVES

Proposals for the provision of Consulting Engineering Services are requested for the planning, preliminary design report (PDR), detailed design drafting construction specification, Tender documentation and Tender evaluation, construction supervision, monitoring and successful completion of various projects in the 2023/2026 three-year Multi-year budget.

##### B. OVERVIEW OF THE WORKS

The Siyancuma Municipality (EM) is finalised its 3-year Multiyear budget for 2023/2026 financial year. In order to ensure service delivery, the DEPARTMENT INFRASTRUCTURE SERVICES is calling for tenders for various projects on the 2023/2026 three-year Multiyear Budget which may be extended for a further 12 months period.

##### C. EXTENT OF THE WORKS

The work to be carried out by the Tenderer (Consultant) under this contract for standard type projects comprises mainly of the following (ad-hoc specialist services will be conducted on an hourly basis as indicated):

1. Feasibilities, studies and investigations
2. Compiling of sector plans and reports
3. Compiling of business plans for obtaining funding for capital programme of the Municipality
4. Provide recommendations for implementation where applicable
5. Assist with sector applications for approval

##### D. LOCATION OF THE WORKS

The locations of the various projects are in and around the jurisdiction of Siyancuma Municipality. The exact location of the project that is awarded will be made known when the appointment of the successful Tenderer (consultant) to a particular project is finalized.

#### 2.1.2. ENGINEERING

##### A. COST ESTIMATE AND PROJECT PHASING

The cost estimate and duration of the various projects on the 2023/2026 Multiyear budget. Note that these are estimates used for evaluation purposes and projects may vary significantly in duration and costs.

##### B. SCOPE AND SPECIFICATION OF PROFESSIONAL SERVICES

The required Professional Services as referenced is provided below:

##### B.1. Normal Services

##### B.1.1. Report stage

The preparation and submission of a report embodying preliminary Tenders or feasibility studies and estimates of cost and time where appropriate for consideration by the **employer**, including all or any of the following, and ensuring compliance with the Standard for Infrastructure Procurement and Delivery Management:

1. Consultation with the **employer** or **employer's** authorized representative.
2. Inspection of the site of the **project**.
3. Preliminary investigation, route location, planning and a level of design appropriate to allow project decisions to be made, where any of these are required for the determination of feasibility.

4. Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups and the Preparation and submission of information required to enable decision making and or comments/input.
5. Advice to the **employer** as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the **employer's** expense.
6. Searching for, obtaining, investigation and collation of available data, drawings and plans relating to the **works**.
7. Investigation of financial and economic implications relating to the proposals or feasibility studies.
8. Clause 7 above does not apply in respect of civil and structural **services** pertaining to building projects, except as far as the interpretation of cost figures for civil and structural **services** are concerned.

#### B.1.2. Preliminary Design Stage

Following the **Employer's** instructions to proceed, the development of preliminary proposals or the basic planning of the **project**, comprising all or any of the following:

1. Submission of a basic planning report.
2. Establishment of final design criteria.
3. Advice to the **employer** as to the regulatory and statutory requirements, including environmental management (Environmental Impact Assessments) and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the **employer's** expense. This advice is to be concluded by the **consulting engineer** with the interpretation of the results of these tests and investigations, including geotechnical and/or foundation investigations, together with a report containing recommendations to be applied to and incorporated in designs. The **consulting engineer** will also take the environmental management plan into account.
4. Advice to the **employer**, as may be necessary, on the engagement and delineation of the services of other consultants and advisers, arranging such engagements and consultation with them on matters pertaining to the **project**.
5. Design of any process or system or refinement of the preliminary process design, where such process design is a prerequisite for the design of the **project**.
6. Preparation and submission to the **employer** of any preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the employer.
7. Consultation on all technical matters with the **employer**, authorities and interested parties other than those having rights or powers of sanction and making modifications to the preliminary design of the **works** arising out of such consultations.
8. Submission of estimates of capital and life cycle costs, financial implications and programmes for the implementation of the **works**.
9. Clause 5 above does not apply in respect of civil and structural **services** pertaining to building projects.
10. Clause 8 above does not apply in respect of civil and structural **services** pertaining to building projects, except as far as inputs to and assessment of programmes for civil and structural **services** are concerned or on projects where all financial, Tender and contractual matters are handled by other parties.

**B.1.3. Design and Tender Stage**

Following the **employer's** instructions to proceed with the preparation of all documents necessary to enable Tenders for the works to be called for or for the **works** to be otherwise placed by the **employer**, including all or any of the following:

1. Advice to the employer as to the necessity for further surveys, special visits, use of specialist consultants, setting out or staking out the **works**, and arranging for such to be carried out at the **employer's** expense.
2. Preparation of detail designs and Tender and/or working drawings.
3. Preparation of specifications and schedules of quantities for engineering **works**.
4. Provision of information necessary for the design of other services.
5. Submission of updated and revised estimates, capital and life cycle costs, financial implications and programmes for implementation of the **works** previously submitted.
6. Drafting or adapting invitations to Tender, Tender conditions, forms of Tender and conditions of contract, advising the **employer** on Tender strategies and suitable **contractors** and calling for Tenders when instructed to do so by the **employer**.
7. Advice to the **employer** on any alternative designs and Tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor**.
8. Analyses of Tenders and submission of recommendations on the acceptance of Tenders and, if necessary, revising the estimates of the cost and the completion date of the **works**.
9. Advice to the **employer** as to the provision of a **construction monitoring** service in accordance with clause B.2.2, over and above that provided for under clause B.1.5.3.
10. Clauses 3, 6 and 8 above do not apply in respect of civil and structural **services** pertaining to building projects or on projects where all financial, Tender and contractual matters are handled by other parties.
11. Clause 5 does not apply in respect of civil and structural **services** pertaining to building projects or on projects where all financial, Tender and contractual matters are handled by other parties, except as far as inputs to and assessment of programmes for such **services** are concerned.

**B.1.4. Working Drawing Stage (Civil and Structural Engineering)**

1. Following the **employer's** instructions to proceed, the preparation of any further plans, designs and drawings, excluding shop details, which may be necessary for the execution of the **works**.
2. In the case of reinforced concrete **works**, working drawings must include bending schedules.
3. In the case of structural steel **works**, working drawings and details provided by the **consulting engineer** must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by **contractors** or other parties are required. The **consulting engineer** need not provide shop drawings for the manufacture of the structural steel **works**.

**B.1.5. Construction Stage**

The overall contract administration and co-ordination, as well as **construction monitoring** of the execution of the **works** in accordance with the contract, including all or any of the following:

1. Placing orders for the **works** on behalf of the **employer**.
2. Advice to the **employer** as to the preparation of the contract documents, or preparation of the contract documents in consultation with the **employer**.
3. Overall contract administration and co-ordination, as well as **construction monitoring** of the execution of the **works** for compliance with the contract and attending site meetings on a combined average frequency of at least one day every two weeks for the duration of the construction of the specific **works** for which the consulting engineer is engaged or at such more frequent intervals as the **consulting engineer** may deem necessary.
4. Directing **construction monitoring** operations but excluding detail day-to-day **construction monitoring** of the **works** and contract administration, as provided for under clause B.2.2.

5. Advice to the **employer** as to the provision of a **construction monitoring** service in accordance with clause B.2.2, over and above that provided for in this clause.
6. Checking **contractor's** drawings of structures, plant, equipment and systems for the **works** for conformity with design requirements but excluding detailed checking of manufacture and installation details for erection or installation fit.
7. Advice to the **employer** on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor**.
8. Issuing instructions to **contractors** on behalf of the **employer**.
9. Issuing certificates or recommendations for payment of **contractors** and submitting regular reports regarding **works** finances and anticipated completion dates and final costs.
10. Advice to the **employer** in regard to or the resolution of disputes or differences that may arise between the **employer** and the **contractor**, except mediation, arbitration and/or litigation.
11. Preparation of and issuing variation orders on behalf of and after consultation with the **employer**.
12. General inspection of materials and equipment for compliance with the original design and Tender, including checking of marks or documentation for adherence to National and International standards and advice to the **employer** regarding further inspection and testing of such materials and equipment as may be necessary and arranging for such inspection and testing to be carried out on behalf of and at the **employer's** expense.
13. Making arrangements on behalf of the **employer** for the provision and reproduction of such drawings and documents as may be required by the **contractors** and site staff for the execution of the **works**.
14. Agreeing interim and final quantities with **contractors**, compiling interim and final accounts and issuing interim and final payment certificates.
15. Prepare and, on completion of the **works**, provide the **employer** with as-built drawings. Making arrangements for the contractor to supply detailed operation, operating and maintenance manuals as part of the contractor's contractual obligations, receiving such and handing it over to the **employer**. Both sets of documents shall be in formats as agreed to with the **employer**.
16. Evaluating results of **contractor's** commissioning procedures and tests and witnessing final performance or acceptance tests on site, only, but excluding day-to-day routine tests.
17. The compiling of monthly progress reports for/on behalf of the employer for use by external funding sources and in the format as required by the external funding sources.
18. Issuing of Completion Certificate together with all responsibilities and liabilities attached to such issuance of Completion Certificate as required by the employer.
19. Clauses 1, 2, 9 – 11 and 14 above do not apply in respect of civil and structural **services** pertaining to building projects or on projects where all financial, Tender and contractual matters are handled by other parties.

#### B.1.6. Targeted Procurement

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

1. Incorporation of any targeted participation goals,
2. The measuring of key participation indicators,
3. The selection, appointment and administration of participation and
4. Auditing compliance to the above by any contractors and/or professional consultant.

#### B.2. Additional Services

The following **services** are additional to the **normal services** provided by the **consulting engineer**, unless specifically agreed otherwise between the **consulting engineer** and the employer. The agreement on the scope of **services** and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

**B.2.1. Additional Services pertaining to all Stages of the Project**

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

**B.2.2. Construction Monitoring**

1. If the construction **monitoring**, as set out in clause B.1.5.3, is deemed to be insufficient by the **employer** and/or **consulting engineer**, the **consulting engineer** may, with prior written approval having been obtained from the employer, appoint or make available additional staff for such construction **monitoring** as are necessary to undertake additional construction **monitoring** on site to the extent specifically defined and agreed with the employer. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause B.1.5.
2. Alternatively, the **employer** may appoint or make available staff, as intended in clause 1 above, subject to approval by the **consulting engineer**.

3. Staff, as intended in clauses 1 and 2 above, shall report to and take instructions from the **consulting engineer** or an authorized representative of the **consulting engineer** only and shall be deemed to be in the employ of the **consulting engineer**.
4. Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the employer prior to the implementation thereof. For the purposes of this tender, construction monitoring will be set as Level 3, at 24 hours per week for a person with a minimum qualification of Techni (NDiploma) with 5-7 years' experience or agreed with the successful bidder.
5. If, for any reason, no additional staff or inadequate staff for **construction monitoring** is appointed, the **consulting engineer** shall provide additional services, including additional site visits, as required and agreed to in writing with the **employer** prior to commencement thereof.
6. With reference to **Occupational Health and Safety Act, 1993 (Act No.85 of 1993)**: Appoint a service provider obo the Employer which will undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the **employer**.
7. The duties of the **consulting engineer** for the following four defined levels of **construction monitoring**, respectively, are as follows:

**Level 1:**

The **construction monitoring** staff shall: -

- i. Monitor the outputs from another party's quality assurance programme against the requirements of the plans and specifications.
- ii. Visit the works at a frequency agreed with the employer to review important materials, critical work procedures and/or completed elements or components.
- iii. Be available to advise the **contractor** on the technical interpretation of the plans and specifications.

**Level 2:**

The **construction monitoring** staff shall: -

- i. Review, preferably at the earliest opportunity, a sample of each important
  - Work procedure
  - Construction materialfor compliance with the requirements of the plans and specifications and review representative samples of important completed work prior to enclosure or completion as appropriate.
- ii. Visit the works at a frequency agreed with the employer to review important materials, critical work procedures and/or completed elements or components.
- iii. Be available to provide the **contractor** with technical interpretation of the plans and specifications.

**Level 3:**

The **construction monitoring** staff shall:

- i. Maintain a part-time presence on site as agreed with the employer to review random samples and review important completed work prior to enclosure or on completion as appropriate.
- ii. Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the employer.
- iii. Be available to provide the **contractor** with technical interpretation of the plans and specifications.

**Level 4:**

The **construction monitoring** staff shall: -

- i. Maintain a full-time presence on site to constantly review –



- Work procedures
  - Construction materials
- for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.
- ii. Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the employer.
  - iii. Be available to provide the **contractor** with technical interpretation of the plans and specifications.

### B.2.3. Quality Assurance System

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

### B.2.4. Other Additional Services

The following are also part of the scope of services in addition to the above engineering Services:

- Landscape architecture
- Geotechnical investigations
- Topographical and land surveys
- Compliance with environmental legislation
- Appoint and manage Environmental Specialist to obtain an Environmental Impact
- Manage process to obtain Water license from Department of Water and Forestry (DWAF) or any other national and provincial government body to obtain and ensure all relevant legislative requirements for the project
- Environmental Impact Assessment (EIA) report
- Electrical Engineering
- Health and Safety Agents

### B.2.5. EIA conditions

1. The Environmental Impact Assessment (EIA) process must be carried out according to the current legislation in terms of the National Environmental Management Act (NEMA), (Act 107 of 1998) and acceptable to the Department of Environment Affairs and Development Planning. This EIA must culminate in the compilation of a Record of Decision (RoD) issued by the Department of Environment Affairs and Development Planning.
2. The basic approach should consist of the following:
  - Application Form and Pre-Application Meeting
  - Submit application form and hold pre-application meeting to identify way forward and introduce proposal.
3. The Plan of Study for Scoping Document
  - This is used to identify all role players and interested and affected parties (I&AP). This ensures a holistic inclusive process. Advertisements (on-site and newspaper) must be included in this part of the process. Background Information Documents must be included as part of the process.
4. The Scoping Report
  - The Scoping Report includes comments from all interested and affected parties, surrounding land-owners and relevant authorities. Meetings with identified role players must be held and any other meetings deemed necessary by the authorities. The Scoping Report may need to consist of a Draft Scoping Report which may need to be advertised and a Final Scoping Report.

5. Impact Assessment

- The work must also include the cost of completing the Impact Assessment Phase of the EIA process. This will include a Plan of Study for EIR and an Environmental Impact Report. This cost should be separate from the cost of the above described Scoping Phase as it may not be required by the Department of Environment Affairs and Development Planning. These costs should not include an Environmental Management Plan or Monitoring of the activity/s.

6. Project Implementation and Monitoring

- After a positive Record of Decision (ROD) has been issued by the Department of Environment Affairs and Development Planning (DEA & DP) an Environmental Management Plan (EMP) may be required. Quoted costs must include the compilation of an EMP acceptable to the DEA&DP. This Plan must be compiled in terms of, and comply with, the guidelines for an EMP issued by the DEA&DP and should also include the costs of monitoring the implementation of the ROD and the EMP. Costs of monitoring should be indicated per month.

7. Particular attention must be given to aspects such as the following:

- Detailed storm water management plan – according to 1:50 and 1:100-year flood line,
- Proposed layout of the full length of the canal, sizing of culverts, canal sections, bends and free board
- 2-Year, 5-year and 50-year recurrence intervals as identified

8. The proposed professional fees must be provided in tabular form and in the format as shown in Schedule of Activities. The offered fees must be based on the estimated cost of works provided above but the fees will be adjusted if the final cost of the works should differ from these estimates. The fee structure provided in the different tables will then be used for this purpose and any proposed discount will then also be applied to the adjusted fee.

**C. PROCUREMENT**

1. Procurement will be conducted as per the MFMA, its Regulations and the Municipal SCM Policy applying the 80/20 preference point system after the application of functionality scoring..

**2. Appointment and Remuneration**

- a. The Consultant will be appointed on Risk Basis and will be remunerated from Capital projects financed from Conditional Grants.
- b. The Consultant will be remunerated in terms of the fee structure contained in the applicable ECSA Guidelines (as defined previously in this document) and the Tender offered in the schedule of activities. Interim progress payments will be made upon delivery of invoices and the appropriate supporting documentation with regard to work completed.
- c. Regular progress feedback meetings with the employer will be required. The intervals and venue will be determined by the employer. The basic professional fees must make allowance for this.

**D. TIME FRAME**

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

**E. NO COMPULSORY INFORMATION SESSION**

**F. TRAINING**

1. The Employer encourages training of candidate engineers or undergraduates requiring experiential training on all projects. The Employer may request the opportunity for students and candidate engineers to receive training. The placement of the Employers candidate engineers with the Service Provider is for training



distinctly geared to professional registration with the Engineering Council of South Africa (ECSA). The training provided shall be predominantly, but not exclusively, related to the specific project and may be subject to scrutiny and inspection by the Employer. Trainees will be expected to work according to the Service Providers terms and conditions of employment, especially those related to confidentiality. They are to be treated as if they were the Service Providers own full time personnel. No allowances shall be made for working overtime.

2. Less formal training may include experiential training provided to a university or university of technology undergraduate students. The training provided must be in accordance with the academic institution's requirements.
3. Throughout the process, the Service Provider must transfer skills to municipal officials to ensure sustainability.

#### **G. COMMUNICATION MANAGEMENT**

1. Communication management must be identified on project commencement and discussed with the Employer as to who shall be responsible for liaising with which party and to define the limits or authority that either party has to speak for or to commit the other.

#### **H. SAFETY**

1. The Service Provider remains responsible for the health and safety of his employees and those of his Mandatories.

#### **I. ADDITIONAL CONDITIONS OF TENDER**

1. Tender documents must be completed in ink, and prices must include VAT, only where applicable and requested in the schedule of activities.
2. The lowest or any Tender will not necessarily be accepted, and Siyancuma Municipality reserves the right to accept the whole or any portion of a Tender.
3. Tenders are to remain open for acceptance for a period of one hundred and twenty (120) days from the closing date and appointments may be made at any time during the three-year multi budget period.
4. All prices and details must be legible / readable to ensure the Tender will be considered for adjudication.
5. Tenderers are requested to furnish the full registered name of the Tendering company/supplier on the Form of Tender and Form of Acceptance, Section 3.10.
6. Tenderers are also required to sign each page of the Form of Tender and Form of Acceptance, Section 3.10, in the space provided at the bottom of each page.
7. Corrections may not be made by means of a correction fluid such as Tippex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Tender if corrections are not made in accordance with the above.
8. No price increases will be considered in the event of payments made against invoiced prices.
9. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
10. The Tenderer may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
11. As per the Cost Containment Regulations, Nr. 42514, Government Gazette Notice 317 of 7 June 2019, clauses 5(8) & 5(9) all disbursement costs will be in accordance with the prescribed National Treasury rates.

#### **J. SITE INFORMATION**

1. It is important to understand that sufficient budget does not exist for the following listed projects and all attempts are being made to secure appropriate funding. However, in order to improve service delivery, it is the intention

to secure framework agreements to ensure that once funding has been secured, delivery on the services can commence immediately.

2. Framework agreements are an acceptable practice in the construction industry and is guided by CIDB Practice Note 15 of August 2010 or any updated practice notes.
3. The projects are at various locations in and around the jurisdiction of Siyancuma Municipality. A project includes all associated works required to complete a project.

No.	Project Name	Description	Services involved
<b>COUNCIL DEVELOPMENTS:</b>			
1.	Traffic and Transport Studies	Studies will be undertaken on an ad-hoc basis on request by the Department Technical Services.	Roads
2.	Upgrading of Roads Master plan	Detailed roads planning of areas in the Siyancuma Roads Master plan area. (This includes amongst other public road network; access policy; cost apportionment models; Intersection upgrades; NMT; Guidance signage horizontal and vertical alignments; EIA's, etcetera)	Roads
3.	Storm water Master Plan	Update and extend the Siyancuma Municipality's Storm water Master Plan and assist in prioritisation of projects	Roads and Stormwater
4.	Legislative Compliance assistance: water and sewer services	This may include, but is not limited to: <ul style="list-style-type: none"> <li>• Bulk Water and Sewer Works</li> <li>• Water and/sewer Audits</li> <li>• Blue and/or Green Drop compliance</li> <li>• Ad-hoc Studies and Reports</li> <li>• License applications</li> <li>• Update of WSDP</li> </ul>	Water, Sewer,
5.	Legislative Compliance: Environmental	Professional Environmental Services to conduct ad-hoc applications, studies and or reports, and monitor compliance. This will apply to existing and new services (water, sewer, roads, storm water)	All Municipal Services
6.	Water Specialist for Ad-hoc projects	Assist with design and water related studies and drafting of tender specifications for water Infrastructure	Water

## SECTION 2.2: EVALUATION OF BIDS BASED ON FUNCTIONALITY - THE FOLLOWING TENDER EVALUATION PROCESS WILL BE FOLLOWED:

### FUNCTIONALITY CRITERIA:

1. The following criteria will be used to calculate points for the quality of Bidders and Bidders must ensure that they submit all information in order to be evaluated in terms of functionality on the criteria mentioned in table 1 below:

*Table 1: Functionality criteria breakdown*

CRITERIA		MAXIMUM POINTS
1	Bidder's required expertise	50
2	Locality	20
TOTAL		70

2. **Important notes:**

- (i) *Bidders that score less than 55 out of 70 points for the functionality criteria will be regarded as submitting a non-responsive Bid and will not be evaluated on (preference points).*
- (ii) *Bidders must ensure that all the information requested is provided in detail. Failure on the bidder part to provide the evidence required to award points will result in no points being awarded for that criteria.*
- (iii) *Unclear or incomplete information provided will result in no points being allocated.*
- (iv) *Bidders must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.*
- (v) *Points will be allocated in terms of the evidence provided by the bidder. If the information provided during the course of the evaluation of contract are known to be false, the municipality will reserve the right not to award points or cancel the contract.*

3. **CRITERIA 1: BIDDER'S REQUIRED EXPERTISE = 50 points:**

- 1.1. This criterion is divided in two portions, being:

- 1.1.1. Knowledge of Study Fields= max of 30 points
- 1.1.2. Experience of staff and personnel = max 20 points

- 1.2. **Knowledge of studies fields = Max 30 pts**

- 1.2.1. **WHAT IS EVALUATED:** The Bidder's experience in terms of the specialist study field.

- 1.2.2. **WHAT MUST BE COMPLETED:** A detailed summary list must be provided with the Bid submission, on **Form A: Schedule of Work Carried Out by Tenderer**, which must have sufficient detail of similar studies undertaken, during the past 7 years.

- 1.2.3. **EVIDENCE REQUIRED:** Completed and signed must be attached.

- 1.2.4. **NOTE:** Tenderers that do not supply the information in the above prescribed format or omit to provide the required evidence will not be awarded points for this section.

- 1.2.5. **HOW WILL POINTS BE ALLOCATED:** Points will be allocated for the Bidder's project experience.

Table 2: Knowledge of Municipal Environment		
Description	No of projects	Points awarded
Excellent	7 or more projects	30
Good	4 to 6 projects	25
Fair	2 to 3 projects	18
Weak	1 project	12
Poor	No project	0

1.3. **Staff and personnel = Max 20 pts**

- 1.3.1. **WHAT IS EVALUATED:** The experience of the Bidder's key personnel to be assigned to the specific project. The evaluation will include the proposed qualification, and number of applicable years' experience.
- 1.3.2. **WHAT MUST BE COMPLETED:** The qualifications and experience for similar projects for all staff and personnel provided for this tender, must be provided.
- 1.3.3. **EVIDENCE REQUIRED:** Proof of qualifications and experience for similar projects must be attached.
- 1.3.4. **NOTE:** Only qualification stipulated below will be adjudicated, other qualifications provided will result in 0 points allocated.
- 1.3.5. **HOW WILL POINTS BE ALLOCATED:** Points will be allocated for the Bidder's key staff in terms of table 3. Please note that a maximum of 5 points will be awarded per criteria.

Table 3: Professionals			
Years' experience	Point allocated		
	Qualification		
	Pr Eng (Degree)	Pr TechEng (Btech Degree)	
>10	20	18	
>7 < 9 yrs	15	13	
>4 < 6 yrs	10	8	
< 4yrs	5	3	

6. **CRITERIA 2: LOCALITY = Max 20 points**

- 6.1. **WHAT IS EVALUATED:** Due to the fact that cost containment measures prescribed by National Treasury dictate that the Municipality must consider and limit the costs related to disbursements. For this reason, locality is regarded as an evaluation criterion as such an element will ensure that travelling costs and related disbursement costs are minimised.

6.2. **EVIDENCE REQUIRED:** The Bidder must attach evidence confirming the residential address from which it will operate during the execution of the project. Proof must be attached.

6.3. **NOTE:** In the event that the Bidder is successful it will be a condition of contract that disbursements may only be claimed using the offered evidence as head office.

6.4. **HOW WILL POINTS BE ALLOCATED:** Points for Locality will be allocated as indicated in the table 5 below.

Table 5: Locality		
Locality		Points
1.	Siyancuma Municipal Area	20
2.	Pixley Ka Seme District	15
3.	Northern Cape	10
4.	Other	5
<b>TOTAL</b>		<b>.../20</b>

7. Bidders that score less than 55 out of 70 points for the functionality criteria will be regarded as submitting a non-responsive Bid and will not be evaluated on (preference points)

Failure to provide the information as required and in the format as indicated, will result in no points being awarded to tenderer for functionality.

#### **WORK CARRIED OUT BY THE BIDDER**

**NOTE THAT THE FOLLOWING IS ONLY AN EXAMPLE –**

#### **PREVIOUS EXPERIENCE**

Provide the following information on relevant previous experience (*indicate specifically projects of similar or larger size and/or which is similar with regard to type of work*). In addition to any requirements, bidders must furnish particulars of:

- Only Projects completed during the past 5 years will be considered.
- Bidder must complete and attach a copy of the form below, clearly indicating the project number for each project, for which the bidder intends to tender, in order to claim any points in terms of functionality.
- **Tenderers that do not supply the information in the below prescribed format will not be awarded points for this section.**
- **Bidders that fail to provide the requested evidence will not be awarded points for the criteria.**

This information is material to the award of the Contract.

Project no: _____						
<i>The relevant experience below is with regard to the project no as indicated above for which the bid is provided</i>						
No	Project name & description	Project value (R, Excl. VAT)	Employer Name:	Completion date:	Contact no:	Contact person:
1						
2						
3						

Name of Tendering Entity: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

#### **PROPOSED KEY PERSONNEL**

**NOTE THAT THE FOLLOWING IS ONLY AN EXAMPLE –**

The Tenderer shall list below the key person, whom the bidder proposes to employ on the project should his Tender be accepted, for the execution of the work, together with a short CV (*1page - qualifications, years' experience, positions held*). Should the proposed key personnel change after the award is made, the onus will be on the bidder to inform the municipality of change in writing together with the proposed change and evidence for approval by the project manager.

Project ... [include relevant project number]							
Specialist							
No	Name	Years' experience	Qualification			Professional Registration	
			Qualification	Year achieved	Institute	Number	Category
1							
2							

Name of Tendering Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LOCALITY**

**NOTE THAT THE FOLLOWING IS ONLY AN EXAMPLE**

Due to the fact that cost containment measures prescribed by National Treasury dictate that the Municipality must consider and limit the costs related to disbursements. For this reason, locality is regarded as an evaluation criterion as such an element will ensure that travelling costs and related disbursement costs are minimised.

LOCALITY			
Locality		Confirm where points are claimed	Points
5.	Siyancuma Municipal Area		20
6.	Pixley Ka Seme District		15
7.	Northern Cape		10
8.	Other		5
TOTAL			.../20

**Additional Remarks/Comments:**


I, the undersigned, hereby certify that the above information is, to the best of my knowledge, correct and a true reflection.

Signature of Deponent

.....  
Date of declaration

## SECTION 2.3: PRICING SCHEDULE – FIRM PRICES

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

### PRICING DATA

#### PRICING INSTRUCTIONS

1. Payment will be based on the completion of activities, as per the applicable Engineering Council of South Africa (ECSA) Guidelines Scope of Services and Tariff of fees and will be approved by Siyancuma Municipality Technical Services Department provided that reasonable progress towards the completion of the activity is demonstrated.
2. **The offered tender pricing must be completed using the assumption of a deemed contracted budgeted amount of R30 000 000 for the project as explained hereunder and indicated in the example attached hereto:**
  - a. **Project details:**
    - i. A separate sheet may be attached.
  - b. **Total price offering:**
    - i. For Tender pricing comparison purposes, tender prices are based on the ECSA Guidelines Scope of Services and Tariff of fees Government Gazette No 39480, 04 December 2015, Board Notice 138 of 2015.
    - ii. It is accepted that the Schedule of Activities comprises items covering the Consultant's profit and costs of general liabilities and includes costs of all services.
3. It is important to understand that the price offering made is to enable the Employer to evaluate tenders on a comparative basis.
4. The actual fee that will be paid for such service will be determined prior to the commencement of each project and Employer retains the right to either accept the price offering the prescribed rates in accordance with the ECSA Guidelines, whichever is more cost beneficial to the Employer.
5. **The five (5) PSP who scored the highest points will be the shortlisted Panel Framework of Engineers**



**PRICE OFFERING: CONSULTING SERVICES FEES**

**NOTE THAT THE FOLLOWING IS ONLY FOR BID EVALUATION PURPOSES TO DETERMINE THE FIVE(5) HIGHEST SCORING PSP**

**ASSUME A "DEEMED CAPITAL PROJECT" HAS A CONTRACT BUDGETED VALUE OF R50 000 000**

<b>Basic Professional Fees Offered</b> <b>(Based on Clause 4.2.1 of Engineering Professions Act - Board Notice 138 of 2015)</b>		
<b>ASSUME A "DEEMED CAPITAL PROJECT" HAS A CONTRACT BUDGETED VALUE OF R30 000 000</b>		<b>Total (Excl VAT)</b>
1	Total Gross Professional Consultant Fees	R
2	Add: Additional Fees (specify)	R
	<b>Sub total (1)</b>	R
	Less: Discounts	R
	<b>Sub total (2)</b>	R
	Vat 15 %	R
	<b>Total ( Vat incl.)</b>	R

**Name of Tendering Entity:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE SIYANCUMA MUNICIPALITY

### PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SIYANCUMA MUNICIPALITY)</b>					
BID NUMBER:	TENDER NO. SIYA 01/2023	CLOSING DATE:	14 DECEMBER 2022	CLOSING TIME:	12:00
DESCRIPTION	THE APPOINTMENT OF CONSULTING ENGINEERS ON A FRAMEWORK AGREEMENT, SHORTLISTED OF FIVE (5) PSP, BASIS FOR AD-HOC PROJECTS IN SIYANCUMA MUNICIPAL AREA FOR A THREE (3) YEAR FINANCIAL YEARS PERIOD				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (CHARL CILLIERS STREET)					
Siyancuma Municipality					
SCM – 45 Charl Cillier Street					
Douglas					
8730					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>PRE-QUALIFICATION CRITERIA IS APPLICABLE [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**DELIVERY BASIS:**

Is the delivery period firm?	YES / NO
Period required for delivery after receipt of order (days)	
Is the price (inclusive of VAT) firm?	YES / NO
Discount offered:	Conditional / Unconditional
If conditional, state condition:	
Own Terms and Conditions Attached?	YES / NO
Is offer strictly to specification/terms of reference	YES / NO
If not to specifications/terms of reference. Please state deviation(s) if any: ..... .....	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>
3.6.

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

**SIGNATURE OF BIDDER:**

.....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:**

.....

**DATE:**

.....

**BANK DETAILS:**

BANK NAME:	
BRANCH:	BRANCH CODE:
ACCOUNT HOLDER:	
ACCOUNT NUMBER:	ACCOUNT TYPE:

**AUTHORISED SIGNATURE:** .....**NAME:** .....**CAPACITY:** .....**DATE:** .....

## SECTION 3.2: MBD 2: TAX CLEARANCE CERTIFICATES REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete the full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate PIN number must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za) or at our SCM office.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za).
7. The necessary information must be submitted under **Part 3**.

### SECTION 3.3: MBD 4 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative:.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number:.....
  - 3.7 The names of all the directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars.....  
.....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars.....  
.....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars.....
  - 3.11 Are you aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars.....  
.....

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

.....

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....

.....

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

3.14.1 If yes, furnish particulars.....

.....

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

Full Name	Identity Number	State Employee Number	Tax Reference Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**



## SECTION 3.4 - MBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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 purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.7 Failure on the part of a bidder to fill in, sign this form and 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 a Accounting Officer as contemplated in the Close Corporation Act (CCA), or a sworn affidavit (EME's and QSE's) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.8 If the contributor status level of a bidder changes after the closing date of the tender, the bidder must notify the municipality, as such a tender will not be eligible for any change in preference points, based on the change's status.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$	=	Points scored for price of bid under consideration
$P_t$	=	Price of bid under consideration
$P_{\min}$	=	Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the 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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.3 A Bidder other than EME or QSE 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

#### 5. BID DECLARATION

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

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

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

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer

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

[Tick applicable box]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to

the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

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

**DATE:** .....

**ADDRESS** .....

.....

.....

**NOTE: THIS MBD 6.1 MUST BE COMPLETED AND SIGNED AND THE APPROPRIATE EVIDENCE MUST BE INCLUDED UNDER PART 4**

**SECTION 3.5: MUNICIPAL RATES AND SERVICES/ RENTAL LEASE AGREEMENT**

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

**NOTE: THIS DOCUMENT MUST BE COMPLETED AND THE APPROPRIATE EVIDENCE MUST BE INCLUDED UNDER PART 5**



## SECTION 3.6: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs ..... acting in his/her capacity  
as ..... of the business trading as ..... to sign  
all documentation in connection with Tender .....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

**NOTE: THIS DOCUMENT MUST BE COMPLETED AND A COPY OF THE  
AUTHORISED SIGNATORY MUST BE ATTACHED UNDER PART 6**

## SECTION 3.7: 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.

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

Item	Question	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SECTION 3.8: MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>3</sup> 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).<sup>4</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</sup> 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.

(Name of Bidder)

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

---

<sup>5</sup> 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.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

### SECTION 3.9: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to SIYANCUMA MUNICIPALITY in accordance with the requirements and specifications stipulated in bid number **TENDER NO 4/2021**. at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER/EMPLOYER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....



## PART 2: COMPLETED AND SIGNED TENDER CHECKLIST

### **IMPORTANT NOTES:**

- *Complete and sign the attached tender checklist.*
- *Please ensure that you have completed and attached all relevant information in the tender document. This will ensure that your tender is not deemed to be non-responsive and disqualified*

## PART 2: CHECKLIST

**Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified**

DOCUMENT	CONFIRMATION YES/NO	REF IN PROPOSAL
COMPLETED AND SIGNED BID DOCUMENT, INCLUSIVE OF:		
MBD1: BID FOR REQUIREMENTS OF SIYANCUMA MUNICIPALITY		
MBD4: DECLARATION OF INTEREST		
MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		
MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION		
CONTRACT FORM:		
COMPLETED AND SIGNED BID CHECKLIST		
MBD2: TAX CLEARANCE CERTIFICATE REQUIREMENTS		
MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2017		
MUNICIPAL RATES AND TAXES / RENTAL LEASE AGREEMENT		
AUTHORISED SIGNATORY		
IDENTITY DOCUMENTS OF ALL THOSE WITH EQUITY OWNERSHIP IN THE ORGANISATION. IN THE CASE OF A COMPANY PLEASE INCLUDE ONLY THOSE ID DOCUMENTS OF THE DIRECTORS WITH EQUITY OWNERSHIP		
COMPANY REGISTRATION FORMS		
THREE FINANCIAL YEARS SET OF ANNUAL FINANCIAL STATEMENTS		
TCONFIRMATION OF PAYMENT FOR TENDER DOCUMENT		
SCHEDULE A: WORK CARRIED OUT BY BIDDER AND RELEVANT EVIDENCE		
SCHEDULE B: PROPOSED KEY PERSONNEL AND RELEVANT EVIDENCE		
SCHEDULE C: NOMINATED REFERENCES FOR BIDDER		
SCHEDULE D: LOCALITY AND RELEVANT EVIDENCE		
SCHEDULE E: PRICING SCHEDULE		
SERVICE PROVIDER'S OWN CONDITIONS TO TENDER (IF APPLICABLE)		

### Declaration

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Name of Entity