



WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

MQONJWANA TO GREENVILLE ACCESS ROAD

TENDER DOCUMENT

VOLUME 1: TECHNICAL PROPOSAL

FOR

MQONJWANA TO GREENVILLE ACCESS ROAD

CONTRACT NO: WMM-LM 04/05/23/07 MGA

5 MAY 2023

ISSUED BY:

Issued and Prepared by:

Winnie Madikizela Mandela Local Municipality

Engineering Services Department

51 Winnie Madikizela Mandela Street

Bizana

4800

Municipal Manager: Mr. L. Mahlaka

Contact Person: Mr. V. Nontanda

Tel: 039 251 0230

Email: nontandav@mbizana.gov.za

NAME OF TENDERER: _____

TENDERED AMOUNT: _____

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TENDER VOLUME PART T1: TENDERING PROCEDURES

Letter of Consent

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: _____ Date: _____

Name of the Witness

Signature:

Date



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
TENDER NOTICE AND INVITATION TO TENDER
CONTRACT NO:
INVITATION TO TENDER**

**PROFESSIONAL SERVICES: MQONJWANA TO GREENVILLE ACCESS ROAD:
CONTRACT NUMBER:**

Tenders are hereby invited suitable professional service providers for the provision of professional services for the following community halls.

Name of Project	Contract Number	Closing Date	Time
Mqonjwana to Greenville Access Road	WMM-LM 04/05/23/07 MGA	25/05/2023	12h00

The project includes the Preliminary Design, Detailed Design, Working Drawings, Construction Stages and the Completion stage including the Close Out report. Additional services will include survey, materials investigation, environmental scoping, risk related issues and obtaining the necessary approvals from other government departments and any other work to ensure successful completion of the project.

MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING REGARDED AS NON-RESPONSIVE.

A valid Original Tax Clearance Certificate, copy of company Registration/Founding Statement/CIPC Document. Certified BBBEE certificate or a consolidated B-BBEE in the case of a joint venture (non-elimination item). Signed JV Agreement for Joint venture where applicable. Proof that at least one Director is Professionally registered with Engineering Council of South Africa (ECSA). Prices quoted must be firm and must be inclusive of VAT for vat vendors. Certified ID Copies of Managing Directors/ Owners. No couriered, faxed, e-mailed and late tenders will be accepted. Mbizana Local Municipality reserves the right not to appoint and value for money will be the key determinant. Mbizana Local Municipal supply chain management policy will apply. **MBD Forms 4, 6.1, 8 and 9 are compulsory submissions. Bidders must submit the tender document provided by the municipality. A signed certificate by the bidder and proof certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other provider in respect of which payment is overdue more than 30 days.** All the certified copies of documents must not be more than 3 months old. Bids which are late, Incomplete, Winnie Madikizela-Mandela Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid. Proposed Project Team, their CV's and proof of professional registration with relevant professional bodies, a proposed work programme for the design and tender stages only. A proof and quantum of Professional Indemnity. A certified copy of qualifications. Tender Validity is 90 days.

Evaluation criteria: Pre-qualification criterion 100 Points- Company Experience – 25 points, Personnel Experience & Expertise – 30 points, Methodology – 20 points, Professional Registration – 25 points. Bidders should score 70 out of 100 to proceed to second stage. Second Stage 80/20 Price = 80 points, Specific Goals 20 points

Enquiries: Technical enquiries are addressed to Mr. L Gwala Manager: Engineering Services @ 039 251 0130 EXT 2068, email: gwalal@mbizana.org.za and SCM enquiries to Acting Supply Chain Manager, Mr. Z Khala @ 039 251 0230 EXT 2046, email: khalaz@mbizana.org.za.

**Mr. L. Mahlaka
Municipal Manager**

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:	25 May 2023	CLOSING TIME:	12H00
DESCRIPTION	Mqonjwana Professional Services				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS					
TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R200 000 inclusive of VAT					
OR					
QUOTES.SCM@MBIZANA.GOV.ZA for quotations below R200 000 but above R30 000 inclusive of VAT					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		MILITARY VETERAN		<input type="checkbox"/> Yes <input type="checkbox"/> No
[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 Tender Data

T1.2.1 Conditions of Tender

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

T1.2.1 Amendments to standard conditions of tender.

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

F.1.5.2 Not applicable.

F.1.6 Tender surety: Not applicable.

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

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

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

F.1.8 Withdrawal of a tender after the closing time

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

F.1.9 Imbalance in tendered rates or prices

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

F.2.3 Check documents

After 'omission' insert 'and accepts that the Employer will carry no liability in respect of errors in any tender arising out of the Tenderer's failure to comply with this clause'. This clause also states that a completed document is the one that has all the pages filled in and initialled at the bottom.

F.2.7 Clarification meeting

N/A

F.2.7.1 N/A

F.2.7.2 N/A

F.2.11 Alterations to documents

Add:

F.2.11.1 Keep the binding of the tender documents intact. It is not the duty of the municipality to bind documents that are loose. The bidder must ensure that the pages are properly binded.

F3.2 Addenda

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

Add:

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

F.3.8 Test for responsiveness

F.3.8.2

Add:

d) Contain significantly imbalanced rates or prices.

F.3.11.1 General

Replace the first sentence with “Apply the legal requirements of the Employer’s Supply Chain Management Policy.”

F.3.13 Acceptance of tender offers

Add:

F.3.13.3 Omissions and additions

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

T1.2 Tender Data

T1.2.2 Tender data referenced by conditions of tender

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

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

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

Tender Condition	Tender data
F.1.1	The Employer is Winnie Madikizela Mandela Local Municipality
F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.2.1 Conditions of Contract</p> <p>C1.2.2 Data provided by the Employer</p> <p>C1.2.3 Data provided by the Service Provider</p> <p>Part C2: Pricing Data (see Volume 2)</p> <p>Part C3: Scope of work</p> <p>C3 Scope of work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p>
F.1.2	Tenderers will be issued with one copy of the tender documents (Volume 1)
F.1.4	<p>The Employer's agent is</p> <p>Mr. L. Mahlaka</p> <p>Municipal Manager</p> <p>Winnie Madikizela Mandela Local Municipality</p> <p>51 Winnie Madikizela Mandela Street</p> <p>P.O. Box 12</p> <p>Bizana, 4800</p> <p>Tel: +27(039) 251 0230</p> <p>Email: mahlakal@mbizana.gov.za</p>
F.1.6	Not applicable
F.2.7	Not applicable
F.2.12	<p>The comparison schedule shall permit and demonstrate an objective analytical method to transform quality and price differentials into price impacts such that the alternative can be compared to the tender by price differential only. The transformation method shall follow sound engineering and accounting principles.</p> <p>The employer may reject the alternative offer out of hand if in his view he has sound reasons for doing so. If the alternative is considered, it will be evaluated as follows:</p> <p>The Employer shall only consider an alternative if a tender condition compliant and responsive tender has been received together with the alternative.</p> <p>The Employer shall take note of the comparison schedule but shall review and evaluate the alternative entirely in accordance with his judgement and assign a monetary figure to represent all the quality differentials. The alternative's financial offer shall be the sum of the alternative's price and the monetary</p>

	<p>figure representing all the quality differentials.</p> <p>These quality differentials shall not be limited to those apparent in the contract performance requirements but will encompass all quality attribute differentials that have a significant and measurable impact on the whole life cost/benefit of the project.</p> <p>The Tenderer's financial offer used in evaluation points determination shall be the minimum of this amount and that submitted strictly in accordance requirements of the tender documents.</p>
F.2.13	Parts of each tender offer communicated on paper shall be submitted as an original only. No copies are required.
F.2.13	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: N/A</p> <p>Identification details: The tender must be contained in a sealed envelope, addressed to: Mr. L. Mahlaka Municipal Manager Winnie Madikizela Mandela Local Municipality 51 Winnie Madikizela Mandela street Bizana, 4800</p> <p>Tender:</p> <p>Closing time and date:</p> <p>Name of tenderer:</p> <p>Physical Address:</p> <p>Postal Address:</p> <p>Contact details:</p> <p>Tender documents must be emailed</p>
F.2.13 F.3.5	A PPPFA evaluation will be followed
F.2.13.7	Not applicable.
F.2.13.8	Not applicable.
F.2.15	The closing time for submission of tender offers is the closing time and date set out in T1.1 Tender notice and invitation to tender or such extended time and date that the Employer shall determine.
F.2.15.1	Not applicable
F.2.16	The tender offer validity period is 90 calendar days
F.2.18.1	Not applicable.
F.2.18.1	The material contemplated in this clause shall include all documentation that may be required to substantiate the content of any of the returnable documents.
F.3.4.2	Not applicable
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>Should the tenderer alter his tender in schedule C1.2.3.3 then for the tender evaluation purpose only, the</p>

	<p>Employer shall evaluate the alteration(s) as follows:</p> <ol style="list-style-type: none"> 1. He will determine whether the tender is still responsive as a result of the alteration(s) required by the Tenderer. If it is not regarded as responsive, the tender shall be rejected without further consideration. 2. If the tender is regarded as responsive, the Employer will, at his sole discretion, determine the financial implication and adjust the tender price accordingly. 3. This adjusted tender price shall be used to determine the points score for the financial offer. 4. The contract price shall remain unchanged.
F.3.11.3	The quality criteria and maximum score in respect of each of the criteria are set out in returnable document T2.2 C Declaration claiming Quality Points entitlement.
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer has in his or her possession an original valid SARS Pin Print out issued by the South African Revenue Services (SARS) b) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or <p>failed to perform on any previous contract and has been given a written notice to this effect.</p>
F.3.18	The number of paper copies of the signed Contract to be provided by the Employer is one.

TENDER VOLUME PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

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

Returnable Schedules required for tender evaluation purposes

- T2.2 A Certificate for Authority of Signatory
- T2.2 B N/A
- T2.2 C Declaration claiming BBBE - Status
- T2.2 D Declaration of Tax Compliance
- T2.2 E Alternative offer by Tenderer.
- T2.2 F Compulsory Enterprise Questionnaire
- T2.2 G Design and tender stage programme, cashflow projections
- T2.2 H Proof of ECSA professional registration
- T2.2 I Professional Indemnity
- T2.2 J CV's of team members
- T2.2 K Company Experience with similar projects details FORM
- T2.2 L Certified copies of Qualifications
- T2.2 M Certified copy of company registration CIPRO certificate
- T2.2 N Valid SARS Pin Print Out
- T2.2 O Methodology
- T2.2 P Company Shareholding Details

Returnable Schedules will be incorporated into the Contract

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

T2.2 A Certificate for Authority of Signatory

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

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

A. Certificate for company

I, _____, a director of

_____,

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

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

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

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

As witnesses:-

1. _____
Director

2. _____
Date

Should the tenderer have, in the opinion of the Winnie Madikizela Mandela Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Winnie Madikizela Mandela Local Municipality may, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the Winnie Madikizela Mandela Local Municipality may have

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

B. Certificate for partnership

We, the undersigned, being the partners in the business trading as

hereby authorize Mr./Ms. _____, acting in

the capacity of _____, to sign all documents in connection with this tender and any

Contract resulting from it on our behalf.

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

Name	Address	Signature	Date

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

Should the tenderer have, in the opinion of the Winnie Madikizela Mandela Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Winnie Madikizela Mandela Local Municipality may, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the Winnie Madikizela Mandela Local Municipality may have

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr./Ms _____, Authorized signatory of the company _____
 _____, acting in the capacity of lead partner, to sign this tender and any Contract
 resulting from it on our behalf. The authorization is evidenced by the attached power of attorney signed by legally authorized
 signatories of all the partners to the Joint Venture.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any
 tendering issue will, when required, be submitted to the satisfaction of the Winnie Madikizela Mandela Local Municipality.

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

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

Should the tenderer have, in the opinion of the Winnie Madikizela Mandela Local Municipality, acted fraudulently, illegally,
 in bad faith or in any improper manner with regard to the tender, then the Winnie Madikizela Mandela Local Municipality
 may, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the Winnie Madikizela Mandela Local Municipality may have

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

D. Certificate for sole proprietor.

I, _____, hereby confirm that I am the sole owner of the business trading as _____
_____ further declare that the information
provided in the tender is true and correct and documentary proof regarding any tendering
issue will, when required, be submitted to the satisfaction of the Winnie Madikizela Mandela Local
Municipality

As witnesses:-

1. _____
Signature: Sole owner

2. _____
Date

Should the tenderer have, in the opinion of the Winnie Madikizela Mandela Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Winnie Madikizela Mandela Local Municipality may, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the Winnie Madikizela Mandela Local Municipality may have

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

E. Certificate for Close Corporation

We, the undersigned, being the members of the business

hereby authorize Mr/Ms -----

acting in the capacity of -----, to sign all documents in connection with this tender and any Contract resulting from it.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Winnie Madikizela Mandela Local Municipality.

NAME	ADDRESS	SIGNATURE	DATE

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

Should the tenderer have, in the opinion of the Winnie Madikizela Mandela Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Winnie Madikizela Mandela Local Municipality may, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the Contract without prejudice to any legal rights the Winnie Madikizela Mandela Local Municipality may have

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

T2.2 B Certificate of Attendance at Clarification Meeting

This is to certify that (Tenderer) _____

(address)_____

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at Winnie Madikizela
Mandela Local Municipality, Bizana

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

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____

Name _____ Signature _____

Capacity _____

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

.....Signature: _____

OFFICIAL STAMP:



T2.2 C Declaration claiming Quality Points entitlement

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

CRITERIA	MAXIMUM POSSIBLE SCORE
Company Experience Previous relevant company experience provision of professional services for road construction projects. Attached appointment letters and completion certificates/reference letters of a minimum of three projects within the last five years	25
Experience & Expertise Relevant of Personnel with minimum of four years post qualification experience B-Tech or Degree or higher qualification in built environment – 15 points Project Management Certificate - 15 points Attach CV, Qualifications and certified copies of ID Documents of the above Personnel	30
Sound Methodology & Approach to cover the following Scope of Works - 05 points Project Management - 05 points Skills Transfers and Capacity Building - 05 points Business Plan Preparation - 05 points	20
Professional Registration of members with statutory institutions of built environment At least One Director of the company registered with Professional body – 15 points One Employee registered with a Professional Body – 10 points Attach CV, Qualifications and certified copies of ID Documents of the above Personnel	25
TOTAL	100

It must be noted that failure to meet 70% of the points for functionality (100) will result in the tender not considered further. This will lead to the tender deemed non-responsive.

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

Tenderer.....

Signature of Tenderer

Date.....

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers 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.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management

of the company or business and exercises control over the company.

3.9 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 and 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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide

goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

	<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
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"/>
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 NAMES)
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(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:

(Name of Bidder)

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

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

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

T2.2 D Declaration of Tax compliance

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

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

Tenderer.....

Signature of tenderer..... Date.....

T2.2 E Alternative offer by tenderer.

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

Page	Clause or Item

Tenderer.....

Signature of tenderer.....

Date.....

T2.2 F Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise
name

T2.2 G Design and tender stage programme, cashflow projections

(Attach programme and cash flow projections)

T2.2 H Proof of Professional Registration

(Attach certified copies of professional registration)

T2.2 I Professional Indemnity

(Attach certified copy)

T2.2 J Curriculum Vitae of all team members

(Attach certified copies)

T2.2 K Company Experience with similar projects details FORM

[illegible]

T2.2 L Certified copies of Qualifications of proposed team members

(Attach certified copies)

T2.2 M Certified copy of company registration CIPRO certificate

(Attach copy)

T2.2 N Valid SARS PIN PRINT OUT

(Attach pin print out)

;

T2.2 O Methodology

(Attach Methodology Paper as proposed by the Tenderer)

T2.2 P Company Shareholding Certificate and Supporting Details

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

CONTRACT VOLUME PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of offer and acceptance

Offer

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

PROFESSIONAL ENGINEERING SERVICES: MQONJWANA TO GREENVILLE ACCESS ROAD

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

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

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

.....Rand (in words);

R..... (in figures)

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

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

Capacity:

For the tenderer:.....

.....

(Name and domicilium citandi of organization)

Name and Signature of Witness:.....**Date:**.....

Acceptance

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

The terms of the Contract, are contained in:

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

Part C2 Pricing Data (see volume 2)

Part C3 Scope of work.

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

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

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

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

Signature(s):

Name(s).....

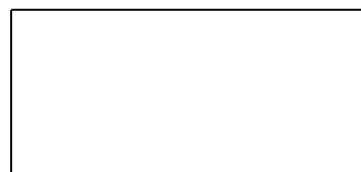
Capacity: **MUNICIPAL MANAGER**

FOR WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY, 51 MAIN STREET, BIZANA, 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:



Schedule of Deviations

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorized representatives signing this schedule of deviations, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

For the tenderer:

Signature(s): **Name(s):**

Capacity:

FOR TENDERER:

.....

(Name and domicile/city of organization)

Name and Signature of Witness: **Date:**

Signature(s):

Name(s).....

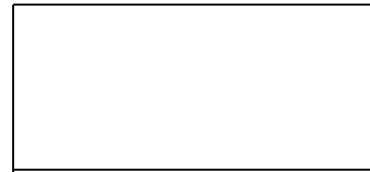
Capacity: **MUNICIPAL MANAGER**

FOR WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY, 51 MAIN STREET, BIZANA , 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:



C1.2 Contract Data

The Contract Data of this Contract are:

C1.2.1 Conditions of Contract, which comprise the

C1.2.1.1 Standard Conditions of Contract and the

C1.2.1.2 Special Conditions of Contract,

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

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

C1.2.1.1 Standard Conditions of Contract

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

C1.2.1.2 Special Conditions of Contract

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

3. General

Add:

3.15 It is a condition of Contract that :

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

- i) the taxes of the Service Provider must be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
- ii) the Employer levies of the successful tender must be in order, or that suitable arrangements have been made with the Employer to satisfy them.
- iii) if the declaration is found not to be correct, the Employer may, in addition to any other remedy it may have :
 - (a) recover from the Service Provider all costs, losses or damages incurred or sustained by the Employer as a result of the award of the Contract; and/or
 - (b) cancel the Contract and claim any damages which the Employer may suffer by having to make less favourable arrangements after such cancellation; and/or
 - (c) impose on the Service Provider a penalty not exceeding 5% of the value of the Contract.
- iv) if the Service Provider is a consortium/joint venture, then each party shall comply with this clause.
- v) any sub-Service Provider employed by the Service Provider shall comply with this clause.
- vi) the Service Provider shall provide certified copies of the following documents :
 - (a) the current relevant business licence;
 - (b) the latest tax receipt in respect of both the Income and Value Added Tax showing the date of issue and Local of the Service Provider;
 - (c) Employer Department of Finances Certificate of Good Standing, available from the Employer's Levies Section.

3. General

Add:

The relevant mandatory clauses of the Guideline for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), second edition July 2005 shall form part of the conditions of contract. EPWP reporting templates resulting from such Guidelines shall therefore be completed and submitted to the Employer as and when required.

EPWP contract clauses
apply

3.14 Programme

Add to 3.14.1:

Programme to be
sufficiently detailed

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

4.7. Payment of Service Provider

Cessions

Add:

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

5.3 Designated representative

Designated representative
to fully represent Service
Provider

Add:

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

5.5 Service Provider's actions requiring Employer's approval

Actions requiring
Employer's approval

Add:

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

Add:

Preferential Procurement
to apply

5.8 Preferential procurement

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

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

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

8.4 Termination

Termination by Employer

Add to 8.4.1:

- (d) Any other valid and significant event.

C1.2 Contract Data**C1.2.2 Part 1: Data provided by the Employer**

Clause	Data
1	<p>Employer: The Employer is the Winnie Madikizela Mandela Local Municipality The authorized and designated representative of the employer is: Name: Mr. L. Mahlaka, Municipal Manager, Winnie Madikizela Local Municipality.</p> <p>The Employer's address for receipt of communications is: Winnie Madikizela Mandela Local Municipality 51 Winnie Madikizela Mandela Street P.O Box 12 Bizana, 4800 Tel: +27(039) 251 0230 Email: mahlakal@mbizana.gov.za</p>
1	<p>Period of Performance: The time for completing the design including the preparation of acceptable CIDB compliant tender documents and working drawings is 65 calendar days from the date of appointment. Monthly Winnie Madikizela Mandela Local Municipality, EPWP and MIG reporting requirements shall be complied with. All other services shall be completed within the time frames set out in the final project programme to be drawn up jointly between the Employer and the Service Provider.</p>
3.11	<p>The penalty payable is R1000.00 per Day subject to a maximum amount of 10% of the tender sum. A penalty of R5000.00 per month is payable for each report for which the Service Provider fails to meet the reporting requirements set out in the scope of works. The penalty is payable for each month for which the failure continues.</p>
3.14.1	<p>The final programme shall be submitted within 7 working days of the award of the contract.</p>
5.4	<p>Insurance against: Professional Liability Cover: Full project value. Period: Until three years after project has been commissioned. Deductibles: Greater of 5% or R50, 000.00 per claim. Insurance against: Public Liability Cover: Full project value. Period: Entire preconstruction period. Deductibles: Greater of 5% or R50, 000.00 per claim.</p>
9.1	<p>Copyright shall vest in the Employer</p>
12	<p>Disputes are to be referred to mediation. Failing selection agreement the mediator shall be selected by the President of the South African Institution of Civil Engineering.</p>
12.2.4	<p>The determination of disputes shall be by litigation.</p>

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

Clause	Contract Data																										
1.	<p>The Service Provider is</p> <p>.....</p> <p>Address</p> <p>.....</p> <p>Registered Company/Close Corporation Name (if applicable) is</p> <p>.....</p> <p>VAT registration number.....</p> <p>Bank name & branch.....</p> <p>Bank account number.....</p> <p>The Service Provider's address for receipt of communications is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p> <p>Address:</p> <p>.....</p> <p>.....</p>																										
5.3	<p>Name of designated representative.....</p> <p>Professional registration category.....</p> <p>Professional registration number.....</p> <p>Years of experience in the consultancy industry.....</p>																										
7.2.2	<table border="1"> <thead> <tr> <th>Key Person(s)Name</th><th>Specific duties for the project</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Key Person(s)Name	Specific duties for the project																								
Key Person(s)Name	Specific duties for the project																										

<u>PROPOSED PROJECT TEAM</u>		

Tenderer.....

Signature of tenderer.....

Date.....

C1.2.3.1 Record of Addenda

The Tenderer shall set out below the record of addenda to the tender document which were received by him from the Employer and by his signature below confirms that he has taken full account of them in his tender submission. The tenderer shall attach all the addenda received to this page.

Tenderer.....

Addendum No	Date received	No of pages

Signature of tenderer.....

Date.....

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

Tenderer.....

Signature of tenderer.....

Date.....

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

C1.2.3.3 ALTERATIONS BY THE TENDERER

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

PAGE	CLAUSE OR ITEM

Tenderer.....

Signature of tenderer.....

Date.....

CONTRACT VOLUME PART C3: SCOPE OF WORK

SCOPE OF WORKS FOR PROFESSIONAL ENGINEERING SERVICES

(SERVICES REQUIRED OF THE TENDERER)

CONTENTS

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C3.3	EXECUTION OF ENGINEERING SERVICES	51
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C3.6	WORKING DRAWINGS	54
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C3.1. INTRODUCTION

The professional engineering services required of the Tenderer will be those associated with the Design, Tender Process and Construction and Project Management for the construction of Mqonjwana to Greenville Access Road which is 2.5km with bridge. Technical and Financial proposals from suitably qualified engineering Tenderers shall be submitted in accordance with the Tender Notice and the Winnie Madikizela Mandela Local Municipal's Supply Chain Management Policy.

The works will include but not limiting the following:

- Compilation of a list of beneficiaries with the active participation of the community leadership and the Employer.
- Design of the earthworks, Stormwater, building work, structural work, concrete works and pavement layers according to Employer and Professional standards. All the design reports and drawings should be submitted to the Employer for approval. The designs should also seek the approval of other relevant stakeholders in compliance with relevant regulations and laws of South Africa.
- Monthly reports for both the contractor and consultant
- Preparation of all the relevant tender documents.
- Project management and post contract administration.

C3.2. DESCRIPTION OF THE PROJECT

C3.2.1 Existing Infrastructure

With the assistance of municipal officials, the engineer will be required to locate the existing infrastructure and determine during the design stage whether they will cause any delays on the project.

C3.2.2 Topography

The general topography of Winnie Madikizela Mandela Local Municipality is mountainous.

C3.2.3 Geotechnical and Materials Aspects

The soils are generally sandy-clays overlying rocky foundations.

C3.2.5 Proposed Design Standards

The design shall be carried out according to applicable design standards. However, the Tenderer shall liaise with the Winnie Madikizela Mandela Local Municipality regarding the most appropriate design parameters. Regular design liaison meetings between the Tenderer and the Employer will be held, at least on a fortnight basis.

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

C3.2.6 Environmental and Mineral Resources

The Tenderer will be responsible for implementing the necessary processes to obtain approval in respect of the environment and the use of materials. In particular, the following approvals are required:

- A Record of Decision approving the project from the Department of Economic Affairs, Environmental and Tourism (DEDEAT).(where applicable)
- Regular environmental reports during construction, plus a completion report in terms of DEDEAT requirements. (where applicable)

Penalties will be applied should failure to obtain the necessary approvals lead to a delay in implementing the project.

C3.2.7 Existing Services

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

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

C3.3. EXECUTION OF PROFESSIONAL ENGINEERING SERVICES

C3.3.1 General

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

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

Although the contract should be objective orientated rather than time orientated, the Tenderer will be expected to apply themselves efficiently and professionally. A provisional period of 30 calendar days is set for design, documentation and contract drawings.

C3.3.2 Scope of Professional Services

The Scope of Services are as set out in the Engineering Council of South Africa's Board Notice 2 of 2009 – Guideline Scope of Services and Tariff of Fees, as published in Government Gazette No 31749 dated 2 January 2009, and any subsequent updates (latest revisions will be the ones that will be implemented in this project).

Specific requirements for the various stages and for additional services are given in clauses C3.4 to C3.10 of Section C3 of the project document.

C3.3.3. Provision of Personnel and Resources

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

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

C3.3.4 Programme of Activities

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

- Submission of preliminary design report.
- Submission of Scoping Report to DEDEAT. (where applicable)
- Receipt of approval from DEDEAT. (where applicable)
- Submission of Environmental Management Programme to DME. (where applicable)
- Receipt of approval from DME. (where applicable)
- Submission of draft Tender drawings.
- Submission of draft Tender documentation.
- Completion of final Tender drawings and documentation.
- Date for advertising Tenders.
- Date for closing of Tenders.
- Date for signing of construction drawings.

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

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

C3.3.5 Progress Meetings

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

The meetings shall continue during the construction stage, with the specific purpose of presenting cost forecasts to the Employer and highlighting any technical or contractual issues. These meetings shall be addition to the normal monthly site meetings with the successful tenderer for construction. The project site shall provide for proper facilities for these meetings to take place in a convenient environment as spelt out in the contractor's general obligations.

All the cost of attending the first two progress meetings per month is deemed to be included in the tender percentage fee for the various stages of the project.

C3.3.6 Reporting

Monthly progress reports shall be prepared and tabled at the above meetings together with a marked up programme illustrating progress. The reports shall be prepared according to approved standards by the Employer and EPWP. Reports should be submitted to the Employer as standard procedure. In addition, the Tenderer shall ensure that the project details are captured in the Employers database and that the relevant data is updated on a monthly basis.

No payments will be processed should the Tenderer fail to submit any of the above reports as required above.

Every report shall be accompanied by progress photos.

C3.3.7 Targeted Procurement

The inclusion of targeted procurement procedures (Clause 3.1.6 of ECSA Board Notice 2 of 2009) in tender documentation, and reporting thereon during construction, are deemed to be included in the various stages and will not be paid for separately.

C3.4. PRELIMINARY DESIGN STAGE

The Preliminary Design Stage shall be carried out in accordance with ECSA Board Notice 2 of 2009 and any subsequent updates.

A preliminary design report is required which shall include, but shall not be limited to, the following:

- An assessment of different design standards and cost benefit analysis for each option.
- Details of liaison with DME. (where applicable)
- Details of community liaison, relevant issues and implications for the design.
- Progress with survey, materials investigation etc, and confirmation of dates for the tender process.
- A comprehensive preliminary construction cost estimate.

C3.5. DETAILED DESIGN AND TENDER DOCUMENTATION

The Design and tender Stage shall be carried out in accordance with ECSA Board Notice 2 of 2009 and any subsequent updates.

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

A final Detailed Design Report is required, confirming the recommended route and design standards. The design report shall accompany the draft tender document and the detailed Engineer's cost estimate for the project. The cost estimates shall be based on the schedule of quantities in the draft document and may need to be updated following feedback from the Employer.

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

Prior to Tenders being advertised, it is essential that certain services and documents be completed:

- All survey work.
- Submission of Scoping Report to DEAT and receipt of record of decision {or at least notification of when record of decisions (ROD) is expected}.
- Submission of EMPR to DME and receipt of approval.
- Details of community liaison conducted and mitigation measures adopted.
- Issue of expropriation notices to landowners (if any).
- Design Drawing Sections

The tender documents received shall be evaluated according to the requirements of the Employer. This includes a detailed check of the Tenderer's credentials, compliance with Winnie Madikizela Mandela Local Municipality's Supply Chain Management Policy and evaluation according to a point scoring system.

C3.6. WORKING DRAWINGS

The Working Drawings shall be prepared in accordance with ECSA Board Notice 2 of 2009 and any subsequent updates.

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

C3.7. CONSTRUCTION STAGE

The Construction Stage shall be carried out in accordance with ECSA Board Notice 2 of 2009 and any subsequent updates.

During the course of construction, the Tenderer shall update the Employer's database on a monthly basis. In addition, the Tenderer shall ensure that all information required for reporting in terms of employment statistics and targeted procurement are provided and submitted. All the necessary quality tests, as stipulated by South Africa National Standards (SANS) shall be done with the Employers agent in witness

C3.8. COMPLETION OF SERVICES

The completion of services refers to the preparation of "As-Built" drawings/ record drawings, As-Built information, a comprehensive Construction/Contract Report, a maintenance plan, and their submission to the Employer. A submission of all the relevant test results as stipulated by South Africa National Standards (SANS) shall also be made on completion.

In addition, closure must be obtained from DEDEAT and DME. (Where applicable)

It is a requirement that the professional services be completed and all documentation submitted to the Employer within 3 months of the issue of the Contractors' Certificate of Physical Completion. A separate payment item is included in the Pricing Schedule for completion of services and this must be priced realistically. Refer to the tables in ECSA guidelines.

C3.9. CONSTRUCTION MONITORING / SITE SUPERVISION

This service must be included in this contract and must not be priced separately.

C3.10. ADDITIONAL SERVICES

All additional services shall be carried out in accordance with ECSA Board Notice 2 of 2009 and any subsequent updates. The following additional services are envisaged, although further services may be added by the Employer.

C3.10.1 Survey

A detailed engineering topographical survey is required which will provide sufficient detail for the road alignment and drainage design to be carried out.

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

C3.10.2 Geotechnical Investigation (Where applicable)

A comprehensive geotechnical investigation is required in order to minimise the potential for unforeseen conditions on site. The services of a recognised specialist engineering geologist shall be engaged to carry out the investigation. The cost and the appointment shall be approved by the Employer.

The appointed specialist or firm will be responsible for:

- Point out any potential problems which may impact on the design, such as slope stability and specific counter measures.
- Prepare a geotechnical report incorporating details of the investigations conducted and the results thereof.

C3.10.3 Environmental Issues (Where applicable)

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

In particular, the following approvals are required:

- A ROD from the DEDEAT.
- Regular environmental reports during construction, plus a completion report in terms of DEDEAT requirement.

The appointment of the environmental specialist and the costs thereof shall be approved by the Employer. Separate payment items are included in the Pricing Schedule for the work relating to DEDEAT and to DME respectively.

C3.10.4 Expropriation and Compensation

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

Expropriation diagrams are required for each affected property. These shall be forwarded to the owners by the Tenderer under the Employer's letterhead. The format of the diagrams and the letters shall be agreed between the Tenderer and Employer.

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

C3.10.5 Time Based Services

With reference to Clause 4.4 of ECSA Board Notice 2 of 2009, the Employer may order that certain services be carried out on a time and cost basis.

The Tenderer is required to provide Tender hourly rates for various categories of personnel as per Items 3.1 to 3.4 of the Pricing Schedule. These rates only shall be used to calculate the value of time based services. Clause 4.4 (3) of ECSA guidelines shall not apply.

C3.11. MEASUREMENT AND PAYMENT

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

C3.11.1 General

C3.11.1.1 Travel

This Contract will be awarded on the basis that the Tenderer's personnel are considered to be located within a radius of 250km from the Winnie Madikizela Mandela Local Municipality offices, Bizana. No additional payment will be made for travel from other offices or centres unless agreed to in advance by the Employer.

C3.11.1.2 Expenses

Miscellaneous expenses as described in ECSA Board Notice 2 of 2009 shall be recovered at the actual cost plus the Tender mark-up will not be applicable).

C3.11.1.3 Reporting and Meetings

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

C3.11.2 Preliminary Design Stage – Payment Item 1.1

No separate payment will be made for the report stage described in ECSA Board Notice 2 of 2009.

Any services listed in ECSA Board Notice 2 of 2009 which are carried out under this Contract are deemed to be included in the tender rate for the Preliminary Design Stage.

C3.11.3 Design and Tender Stage – Payment Item 1.2

The Tender rate for the Design and Tender Stage is deemed to include all costs associated with incorporating targeted procurement into the Tender documentation. No separate payment will be made for services described in ECSA Board Notice 2 of 2009.

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

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

The fees (up to 100% of the tendered rate) for this stage shall be claimable once the Consulting Engineer has submitted a tender evaluation report to the Winnie Madikizela Mandela Local Municipality and has submitted his progress report, and on approval of the evaluation report by the Winnie Madikizela Mandela Local Municipality.

C3.11.4 Working Drawing Stage – Payment Item 1.3

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

C3.11.5 Construction Stage – Payment Item 1.4

The Tender rate for the Construction Stage shall include for carrying out the duties of the Engineer in accordance

with the General Conditions of Contract pertinent to the construction contract.

Should any dispute require resolution via mediation, arbitration or litigation, then additional services as described in ECSA Board Notice 2 of 2009 shall apply.

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

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

C3.11.6 Completion of Services – Payment Item 1.5

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

The Consulting Engineer shall be entitled to the remaining tendered rate of the fee budget, based on the actual construction cost. It must be noted that any revisions done on the ECSA Board Notice 2 of 2009 will be the ones that are applicable to this contract and that revision will supersede the old Act.

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities / Schedule of Activities

1 PREAMBLE OF THE PRICING SCHEDULE

- 1 Tenderers shall calculate their prices for the various stages based on the “Normal services” described in the said ECSA guidelines, clause 2.1.
- 2 The municipality has calculated the engineering professional fees costs of the project (with a category factor of 1) as shown in the bills of quantities. Bidders shall enter a percentage of the estimated engineering professional fees amount in the rates column of the bill of quantities against each of the relevant stages of the project. The amount for each stage shall then be calculated and entered in the schedule. It is essential that all items are priced. The Government Gazette No. 39480 of 4 December 2015 will be used for dealing with arithmetic errors.
- 3 The tendered percentages for each stage will be used to determine an adjusted professional fee in the event of a variation in the construction cost.
Fees payable for the preliminary Design, Detailed design and Tender Documentation and the working drawings stages will be finalized when the construction contract is awarded and will be based on the value of the construction contract. The fees will not be re-adjusted on completion of the contract.
Design changes during the construction stage will be treated on merit. No additional fees will be paid if such changes are necessary due to the Tenderer’s negligence.
- 4 The pricing schedule also includes sums for “Additional Services” as described in the ECSA guidelines, Clause 2.2. The Tenderer is required to obtain accurate estimates of the sums for the additional services as no variation may be allowed after award. Quotes for specialist sub-consultants that the bidder intends to use must be included in the bid to assist the evaluators in properly assessing the bids. These prices will not be expected to change at a later stage.
- 5 Disbursement costs shall be accurately determined by the bidder and included in the bid, assuming a level 2 supervision, as variations at a later stage may be quite unlikely.
- 6 Rates for Time –based services shall be entered against the relevant items in the pricing schedule for different levels of personnel. Time-based payments will only be made when the work involved has been specifically ordered in writing by Winnie Madikizela Mandela Local Municipality.
- 7 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 8 The Tenderer shall fill in a percentage rate or a lump sum for each item where provision is made for it. Items against which no rate or lump sum has been entered in the Tender will not be paid for when the work has been executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.
Tenderers shall not enter “included” against any item. Nor shall items be grouped together and a single amount entered. If a Tenderer wishes to make any alteration to the bill of quantities, then it should be treated as an alternative tender.

The tendered percentage rates shall be valid irrespective of any change in the quantities during the execution of the contract.
- 9 The short description of the payment items in the bills of quantities are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the ECSA guidelines, in particular the references to “Normal services” and Additional Services”, the scope of services, the general conditions of contract and the special conditions of contract for more detailed information regarding the extent of services entailed under each item.
- 10 A tender may be rejected if the percentage rates or lump sums for any of the items in the bill of quantities are, in the opinion of the municipality, unreasonable or out of proportion. The Tenderer will be given a period of seven (7) days after having been notified in writing by the Winnie Madikizela Mandela Local Municipality to adjust the percentage rate or lump sums for the relevant items.
- 11 All rates and sums of money quoted in the bills of quantities shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.

C 2.2 PRICING SCHEDULE**BILL OF QUANTITIES (The project is estimated at R 15 million and the construction period is 10 months)**

MUNICIPAL FUNDED PROJECT: COST ESTIMATES TO BE DEVELOPED					
ITEM	NORMAL SERVICES	UNIT	QTY	RATE	AMOUNT
1.0	Professional Team of Engineers				
1.1	Preliminary Design	20%	1		
1.2	Design and Tender	30%	1		
1.3	Working Drawings	15%	1		
1.4	Construction Supervision and Monitoring	30%	1		
1.5	Close up Report	5%	1		
1.6	Sub-total				
2.	Additional Services				
2.1.	Survey				
2.1.1	Survey Data and Analysis	Prov. Sum	1		
2.1.2	Mark up for item 2.1.1	%			
2.2	Geotechnical				
2.2.1	Geotechnical investigation, Analysis and Report Development	Prov. Sum	1		
2.2.2	Mark up for item 2.2.1	%			
2.3	Environmental Management				
2.3.1	Environmental Advisory and Compliance (Co-ordinate with Appointed Health and Safety Consultants)	Prov. Sum	1		
2.3.2	Mark up for item 2.3.1	%			
2.4	Occupational Health and Safety, and Training				
2.4.1	Occupational Health & Safety Management	Sum	1		
2.4.2	Enforcement and Management of Health and Safety on site	Sum	1		
2.4.3	Civil Engineering Student Intern 12 months mentoring programme – Student or intern to be provided by Winnie Madikizela Mandela Local Municipality to the Professional Service Provider	Sum	1		
2.4.4	Mark up for item 2.4.1-3	%			
2.5	Co-ordinate with Other Service Providers				
2.5.1	Co-ordinate with identified service providers (ISD, Environment etc.)	Sum	1		
2.5.2	Mark up for item 2.5.1	%			
2.6	Sub total				
3.0	Construction monitoring				
3.1	Additional 15 days/month site monitoring for category B individual for actual duration of the contract (assumed for 2 months)	Sum			
3.2	Sub total				
4.0	Expenses & costs for actual duration of the contract				
4.1	Travel	Sum	1		
4.2	Recoverable expenses	Sum	1		
4.3	Sub-total				
5.0	Time basis				

5.1	Category A	hr.			
5.2	Category B	hr.			
5.3	Category C	hr.			
5.4	Category D	hr.			
6.0	TOTAL (sum of items (1.6; 2.6; 3.2; 4.3)				
6.1	Add: VAT (15%)				
6.2	TENDER AMOUNT				

* If one of the items is not filled in, the bidder should provide a supporting correspondence as to why that item will not be required in this project. Failing which the price of the bidder will be deemed invalid and unfair to other bidder's prices.

* 250km radius must be used when calculating the km travelled.