



UMSOBOMVU MUNICIPALITY

TENDER NUMBER: UMS/TS/MIG_DSAC/09/2025 (Re-advert)

REQUEST FOR PROPOSAL:

**THE PROVISION OF PROFESSIONAL SERVICE PROVIDER FOR
UPGRADING OF UMSOBOMVU SPORTSFACILITIES**

NAME OF BIDDER:

CONTACT PERSON:

POSTAL ADDRESS:

TEL NO: FAX NO :

BIDDERS AMOUNT.....(Vat Inc.)

ISSUED BY:

**Umsobomvu Municipality
21A Church Street
Colesberg
9795**

BID CLOSING DATE: MONDAY, 12 JANUARY 2026 AT 12:00 NOON

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMSOBOMVU LOCAL MUNICIPALITY)					
BID NUMBER:	UMS/TS/MIG_DSACS/09/2025 (Re-advert)	CLOSING DATE:	12/12/2025	CLOSING TIME:	12H00
DESCRIPTION	THE PROVISION OF PROFESSIONAL SERVICE PROVIDER FOR UPGRADING OF UMSOBOMVU SPORTS FACILITIES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
21 A Church Street					
COLESBERG					
9795					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED]					
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:		
CONTACT PERSON	N. Dyantyi		CONTACT PERSON	S MTUBU	
TELEPHONE NUMBER	051 753 0040		TELEPHONE NUMBER	051 753 0040	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nmndini@umsobomvumun.co.za		E-MAIL ADDRESS	smtubu@umsobomvumun.co.za	

PART B TERMS AND CONDITIONS FOR BIDDING

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

REQUEST FOR PROPOSAL:

CONTENTS		
NUMBER	HEADING	PAGES
THE TENDER		
Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	6 - 7
T1.2	Tender Data	8 - 29
PART T2: RETURNABLE DOCUMENTS		30
T2.1	List of Returnable Documents	30 - 31
T2.2	Returnable Schedules	32 – 71
THE CONTRACT		72
Part C1: Agreement and Contract Data		73
C1.1	Form of Offer and Acceptance	73 - 79
C1.2	Contract Data	81
PART C2: PRICING DATA		
C2.1	Pricing Instructions	83
C2.2	Activity Schedule	84 - 88
PART C3: SCOPE OF WORK		
C3.1	Scope of Work	90 - 93
Part C4: Site Information		
C4.1	Site Information	94

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

REQUEST FOR PROPOSAL:

PART T1: TENDERING PROCEDURE

PAGE

T1.1 TENDER NOTICE AND INVITATION TO TENDER	6 - 7
T1.2 TENDER DATA	8 - 20

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

T1.1 Tender Notice and Invitation to Tender

Umsobomvu Municipality invites professional service providers to submit proposals for the following project:

Item	Project Description	Bid Number	Briefing Session	Closing Date
2	Upgrading of Umsobomvu Sports Facilities	UMS/TS/MIG_DSAC/09/2025	No briefing session will be held.	Monday, 12 January 2026

Tenders are invited from professional service providers for provision of professional civil engineering services in planning, design, documentation and construction site supervision of the above-mentioned projects. Umsobomvu Local Municipality wishes to engage with Professional Services Providers in accordance with the Engineering Professions Act 46 of 2000.

Tender documents will be available on the Umsobomvu Local Municipality's website on the **28 November 2025**, and can be downloaded at no cost.

No briefing session will be held.

Sealed proposals, endorsed with the corresponding project Number and Description must be placed in the tender box at the office of Umsobomvu Municipality in Colesberg. Postal delivery to reach Umsobomvu Municipality, 21A Church Street, Colesberg, 9795, not later than **12:00 on Monday, 12 January 2026**, after which the tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late proposals will not be accepted.

Queries relating to the proposal may be addressed directly to Mr L Mthembu or Ms S Mtubu at tel: 051 753 0040.

Declaration of Interest forms are available on the web-site (www.umsobomvumun.co.za) which must be filled out and submitted with the tender.

TENDERES SHOULD TAKE NOTE OF THE FOLLOWING CONDITIONS AND INCLUDING REQUIREMENT LISTED ON THE TENDER DATA.

1. Fully Completed tender document
2. Tenderers must supply with their tender a valid Tax Clearance certificate/Tax Pin.
3. All bids submitted should remain valid for a period of **120 days** after the bid closing.
4. Tenderers must supply with their tender a proof of professional indemnity insurance to a minimum value of R10 million.
5. Copy of company registration documents and certified copies of identity documents of company directors (**Not older than 6 months**)
6. Company profile with traceable references.
7. Bids will be subjected to pre-qualification and will be required to achieve a **minimum score of 70 out of 100 points** for functionality.
8. Tenders must attach completion certificates of the projects they have completed, signed by the accounting officer or delegated official in accordance with the criteria stated in order to be assessed for functionality.

9. Proof of latest municipal rates, taxes and municipal services statement indicating that rates, taxes and municipal services charges are not in arrears for more than 3 months, or if the property for your business is being leased to the bidder, then lease agreement must be submitted.
10. Bidders are required to submit original and valid BBBEE, status level verification certificates status issued by SANAS, IRBA or SANAS accredited agents or certified copies thereof together with their bids.
11. All tenderers must be registered on the Central Supplier Database (CSD), National Treasury and the proof of registration must be submitted.
12. Proof of an individual who is registration with ECSA
13. Bank Rating
14. ISO 9001: 2008 CERTIFICATION
15. All MBD forms must be completed accurately (MBD1, MBD2, MBD4, MBD6.1, MBD 6.2, MBD 7.1, MDB 8, MDB 9).
16. This bid is subject to the general conditions of contract (GCC) and, if applicable, any other Special Conditions of Contract.
17. Umsobomvu Municipality does not bind itself to accept the lowest tender or any tender, and reserves the right to accept the whole or part of the tender, if:
 - a) The tender amounts received are too high;
 - b) The tenders do not comply with specific tender goals,
 - c) Objective criteria exist which justify or necessitate the non-acceptance of any tenders
18. All bids will be adjudicated and awarded in terms of the Umsobomvu Supply Chain Management Policy, the Preferential Policy Framework Act 2000 (Act No. 5 of 2000) and the regulations promulgated in terms of this Act and on the following criteria:
 - **Price = 80 points. Specific goals = 20 points.**
18. Bids submitted by persons in the service of government (national, provincial, local or SOE's) will not be considered.

NB: CERTIFICATION OF DOCUMENTS MUST NOT BE MORE THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.

Mr TW Msengana
Municipal Manager
Umsobomvu Municipality
21A Church Street
COLESBERG
9795

Notice No: **51/2025**
Date: 25 November 2025

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard 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.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause Number	
F.1	General
F.1.1	The Client is: Umsobomvu Local Municipality 21A Church Street Colesberg, 9795
F.1.2	The Tender documents issued by the Client comprise: Tender T1.1 Project Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract
	Contract Part 1: Agreements and Contract data C1.1 Forms of Offer and Acceptance C1.2 Contract Data Part 2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part 3: Scope of Work C3.1 Description of the Works

F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>
F.1.4	<p>Communication:</p> <p>Communication with all stakeholders shall be through the Umsobomvu Local Municipality Project Manager. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer.</p>
	<p>Contact person: <u>Ms S Mtubu</u> Tel: 051 753 0040</p>
F.1.5	<p>The employer's right to accept or reject any tender offer</p>
F.1.5.1	<p>Reject or accept</p> <p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.</p>
F.1.6	<p>Procurement procedures</p>
F.1.6.1	<p>a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p>
F.2	<p>Tenderer's obligations</p>
F.2.1.1	<p>Eligibility</p> <p>Only those Tenderers who satisfy the following criteria to submit tenders:</p> <ol style="list-style-type: none"> 1. Only those Tenderers who have the Directors as Projects leaders in their company who are registered as a Professional Engineer (Pr. Eng) or Professional Technologist (Pr. Tech Eng) in terms of the Engineering Professional Act, 2000 (Act No 46 of 2000) and who has a minimum Civil Engineering Degree or equivalent. Proof of qualifications must be submitted with the tender in the form of original certified copied.
F.2.2	<p>Cost of tendering</p> <p>Accept that the Employer will not compensate the tenderers for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p>Confidentiality and copyright</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
F.2.5	<p>Reference documents</p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>

F2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.	
F.2.7	The arrangements for the clarification meeting are:	
	No briefing session will be held.	Location: Umsobomvu Local Municipality, Council Chambers, Colesberg, 9795
F.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.	
F2.10	Pricing the tender	
F.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.	
F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices	
F.2.10.3	Provide rates and prices that are fixed for the duration of the Contract, and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.	
F.2.10.4	State the rates and prices in South African Rand	
F2.11	Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.	
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.	
F.2.13 .5	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: Location of Tender box: Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795	
F.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.	
F.2.15	Closing time The closing times for submission of Tenders are 12h00 on Monday, 12 January 2026.	
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.	

F.2.16	Tender offer validity The Tender offer validity period is 120 Days as stated in the tender data.
F.2.17	Clarification of tender offer after submission The tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	Provide other material The tenderer shall, when requested by the Employer to do so, Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F2.20	<p>Submit securities, bonds, policies</p> <p>Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) an original Tax Verification Pin issued by the South African Revenue Services; and 2) Copy of the original of all the Companies / CC Registration documents. 3) Joint Venture Agreement where applicable in CIDB format (signed & initialled on each page). 4) Proof of an individual who is registration with ECSA and as a Company Director 5) Certified copies of the original Identification Documents of Members of the companies. 6) Proof of Registration with CSD. 7) Proof of Professional Indemnity to a minimum value of R10 million. 8) Bank Rating documents (Original or Certified copy).
F.3	The employer's undertakings
F.3.1	Respond to requests from the tenderer
F.3.1.1	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.2	<p>Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
F.3.4	Opening of tender submissions
F.3.4.1	The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only, unless specified otherwise due to Covid 19 regulations.
F.3.4.3	The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.
F.3.6	Non-disclosure The client shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
F3.9	Arithmetical errors, omissions, and discrepancies
F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) The summation of the prices.
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
F3.11	<p>Evaluation of tender offers</p> <p>Replace the contents of the entire sub-clause with the following:</p> <p>The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined BUT the prerequisite will be to obtain at least 60 points for quality (functionality), which will be explained in Stage 1 below.</p> <p>C. First stage in evaluation: Compliance with Bid Rules and other Requirements</p> <p>The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. The following documentation must be completed and/or included within the bid:</p> <ul style="list-style-type: none"> • The form of Offer and acceptance • Copy of company registration documents and certified ID of members • Compulsory Enterprise Questionnaire • Certificate of Authority for Signature • Amendments, Qualifications and Alternatives • Certificate of Good Standing • Professional Indemnity insurance • Relevant experience • Details of key staff and CVs • Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

F.3.11.9 SCORING QUALITY (FUNCTIONALITY)

- a) If the Tenderer does not achieve the prerequisite points for quality the tender will be non-responsive.
- (b) The quality criteria and maximum score in respect of each of the criteria are as follows:

DESCRIPTION OF QUALITY CRITERIA	MAXIMUM POSSIBLE POINTS
Relevant experience of Bidder (with respect to projects of similar nature)	40
Proposed methodology and understanding of the project.	10
Relevant experience of Key Personnel	25
Professional, Indemnity Insurance	10
Quality Control Practices (ISO9001:2008)	10
Bank Rating	5
Total (maximum) Evaluation Points for Quality/	100

(A) RELEVANT EXPERIENCE OF THE COMPANY (MAX. SCORE = 40)

The Bidder's performance on Contracts of similar projects or similar areas and conditions in relation to the required service as described in the scope of work over the last five years will be evaluated. Please state the completion cost and date.

Key aspect of criterion	Basis for points allocation	Allocated Points
Engineering Firm Experience		
Performance of previous contracts of similar projects. Similar projects shall be either Sporting codes, related projects limited to: Earthworks, foundations, Concrete and building works projects.	Tenderer has failed to provide proof of relevant experience.	0
	Tenderer has limited experience, i.e., 1 project only of similar nature with a project value greater than R 8,000,000.00 .	5
	Tenderer has relevant experience, i.e. 2 projects only of a similar nature with a project value greater than R 8,000,000.00 , for each project.	10
	Tenderer has relevant experience with at least 3 - projects of similar nature with a project value greater than R 8,000,000.00 , for each project.	30
	Tenderer has relevant experience with at least 4 - projects of similar nature with a project value greater than R 8,000,000.00 , for each project.	40

(B) METHODOLOGY AND UNDERSTANDING OF THE PROJECT (MAX. SCORE = 10 POINTS)

A clear methodology indicating detailed proposed methods of executing works showing linkages with the relevant Guidelines and Project Management Principles and is of Excellent Standards and attached to Returnable Schedules, which must be of sufficient detail (but a maximum of 5 pages) to indicate that the project brief has been understood.

Key aspect of criterion	Basis for Point allocation	Allocated Points
Methodology and understanding of the project.	Irrelevant Methodology or No methodology attached	0
	A clear methodology that of less detailed, indicating proposed methods of executing works showing linkages with the Guidelines and Project Management Principles and is of Satisfactory Standards.	5
	A Clear detailed Methodology summarizing proposed methods of executing works showing linkages with the Guidelines and Project Management Principles only.	10

(C) RELEVANT EXPERIENCE OF STAFF FOR CONTRACT (MAX. SCORE = 25 POINTS)

As the work required in terms of this tender is considered to be of a technically complex nature, requiring consideration expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. The personnel must currently be registered as professionals with the Engineering Council of South Africa. Besides the minimum requirements specified in the eligibility criteria, it would be extremely advantageous if the key personnel can demonstrate recent experience related to specific aspects of this project.

Key Aspect of Criterion	Basis for Points Allocation	Allocated Points
Engineering Personnel Staff		
Project Leader	No proof of qualification provided, or no proof of experience provided in Bid, or none of the projects on the CV are deemed to be similar projects.	0
	Proof of Pr Eng/ Pr Tech Eng. ECSA registration and NQF level 7 Qualification with more than five years project specific experience to be attached.	10
Design Engineer	No proof of qualification provided, or no proof of experience provided in Bid, or none of the projects on the CV are deemed to be similar projects.	0
	Proof of Pr Eng/ Pr Tech Eng. ECSA registration and NQF level 7 Qualification with more than five years project specific experience to be attached.	10

Resident Engineer	No proof of qualification provided, or no proof of experience provided in Bid, or none of the projects on the CV are deemed to be similar projects.	0
	Proof of B Tech and ECSA registration and NQF level 5 Qualification or higher with more than five years project specific experience to be attached.	5

(D) PROFESSIONAL INDEMNITY INSURANCE (MAX. SCORE = 10 POINTS)

The Bidder has professional indemnity insurance that is valid.

Key Aspect of Criterion	Basis for Points Allocation	Allocated Points
Professional Indemnity Insurance	No Professional Indemnity Insurance	0
	Between R3million and R10million	5
	R10million and Above	10

(E) QUALITY CONTROL PRACTICES (ISO9001:2008) (10 POINTS)

Key Aspect of Criterion	Basis for Points Allocation	Allocated Points
Quality Control Practices (ISO9001:2008)	The Tenderer does not have any recognized and independently accredited quality control practices.	0
	The Tenderer has non accredited quality Management System.	5
	The Tenderer has recognized and independently accredited quality control practices. The following minimum compliance is required: Quality Management System in accordance with ISO 9001:2008. (Holds ISO 9001:2008 Certification for Consulting Engineering, Project Management and Development Activities)	10

(F) BANK RATING (MAX. SCORE = 5 POINTS)

Key Aspect of Criterion	Basis for Points Allocation	Allocated Points
Bank Rating	Code D and Above	0
	Code A-C	5

Bidders should take note of the above evaluation criteria.

All the necessary documentation must be submitted for the Pre-qualification Evaluation Panel to make an informed evaluation. The Pre-qualification Evaluation will be based on the information provided by the bidder. Signed letters from referees (for previous projects, Pr Engineers, Pr Technologists, Technicians) has to be attached to claim the points and no points will be awarded in these criteria if signed letters are not attached. The signed letters with letter heads and stamped from previous clients should clearly indicate the deliverables. Fraudulently obtained references will automatically lead to dismissal of the bidder.

Bids that do not meet a minimum of **70 points out of 100** points in total for the criteria listed above will not be considered further for financial evaluation.

STAGE 3: EVALUATION FOR PRICE AND SPECIFIC GOALS (80/20)

The procedure for Stage 2 of evaluation of responsive tenders is **Method 2**

- a) **PRICE:** **80**
b) **SPECIFIC GOALS:** **20**

Points Awarded for Price (Ps)

A total of 80 points will be awarded to the Tenderer with the lowest balanced price.

The **other tenders will be awarded points on the ratio to benchmark price as follows:**

Where

- Ps = Points scored for price of bid under consideration
Pt = Rand value of bid under consideration
Pmin = Rand value of lowest acceptable bid

a) Points awarded for specific goals

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining points for specific goals, in accordance with the table below:

SPECIFIC GOALS	80:20 Preference System
Companies 100% owned by youth	10
100% Women Ownership	5
Disability-Equity Ownership	5

The total calculated points will be rounded to the second decimal place.

F.3.13	Acceptance of tender offer
F3.13.1	<p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement, b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, e) complies with the legal requirements, if any, stated in the tender data, and is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
	<p>Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.</p>
F.3.14	<p>Notice to unsuccessful tenderers</p> <p>After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in Umsobomvu local municipality website: www.umsobomvumun.co.za by listing the successful tender.</p>
F.3.15	<p>Prepare contract documents</p> <p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <ul style="list-style-type: none"> a) addenda issued during the tender period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any.
F.3.16	Issue final contract
	<p>Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).</p>
Additional Conditions of Tender	
6.1	<p>derers will be considered non-responsive if, inter alia;</p> <ul style="list-style-type: none"> 1. The tenderer does not comply with the required criteria as specified in F.2.1.1 above; 2. The Tenderer failed to submit one Offer per tendering entity; 3. The Tenderer failed to submit additional information by the due date; 4. The Tenderer failed to complete or sign the Form of Offer bound into this tender document; 5) The tender is not completed in non-erasable ink;

	5. The tender contained material qualifications or deviations that affected the scope, quality or performance of the works, significantly changed the parties' risk and responsibilities affected the competitive position of other Tenderers if they were to be rectified
6.2	<ol style="list-style-type: none"> 1. Tenderers will be evaluated according to Umsobomvu Municipality's SCM Policy 2), The lowest, the highest or any tender will not necessarily be accepted and the Council reserves the right to accept any tender wholly or partially or to withdraw the tender. 2. All copies of certificates submitted with the tender must be certified originals by the commissioner of Oaths. 3. Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted; 4. Tenderers with any municipal account outstanding for more than 30 days will be rejected.
6.3	Umsobomvu local Municipality intends to appoint a Civil Engineering Professional Service Provider for the Planning and Design, Project Management and Commissioning of Umsobomvu Sports Facilities

SECTION 2: STANDARD CONDITIONS OF TENDER

BIDDERS ARE REQUIRED TO FAMILIARIZE THEMSELVES WITH THE TENDERING CONDITIONS AND PROCEDURES DETAILED IN THIS SECTION.

1. No tender will be considered unless it is submitted on this ULM bid document. Under no circumstances whatsoever may this bid document be retyped or redrafted.
2. The whole, original bid document as issued by Umsobomvu Local Municipality must be completed. A tender will be considered invalid and will not be accepted, if any part of this bid document is not submitted.
3. The bidder is advised to check the number of pages and to satisfy him/herself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted, unless stated otherwise in these tender conditions.
6. Bid submissions must be properly deposited, on or before the closing date and time of the tender, in the **Tender Box** located at Ground Floor, Umsobomvu Local No. 21a Church Street, Municipality, Colesberg, 9795.
7. Each bid shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. Umsobomvu Local Municipality accepts no responsibility for ensuring that tenders are placed in the correct tender box, and should a tender be placed in the incorrect tender box, it will not be accepted.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. Bids received after the closing time and/or date shall not be considered.
11. Bidders will be responsible for all costs associated with the preparation and submissions of their bids.
12. The bid must be signed by a person duly authorised to do so.
13. Any alterations made to the bid document must be initialled by the person or persons authorised to sign the bid document. The use of correcting fluid is prohibited.
14. Bids will be opened in public, as soon as possible after the closing time of the bid. Where practical, bid prices will be read out at the time of opening bids.

15. National Treasury Central Supplier Database

- a. Bidders must be registered on the National Treasury Central Supplier Database ('CSD'), and must provide their CSD supplier number in their bid submission.
- b. The municipality will verify on the CSD, the following information relating to bidders –
 - i. business registration, including details of directorship and membership;
 - ii. bank account information;
 - iii. tax compliance status;
 - iv. identity documents of directors, members or trustees, as the case may be;
 - v. tender defaulters and restrictions status;
 - vi. whether the bidder has any directors, managers, principal shareholders or stakeholders in the service of the state.
- c. Bidders must ensure that their information on the CSD is up to date and correct.

16. Tax compliance status

- a. Bidders must ensure that their tax matters are in order. No award will be made to any bidder whose tax matters have been declared to be in order by the South African Revenue Services (SARS).
- b. Each party to a joint venture, consortium or partnership must comply with the above requirement.

17. Bid validity period

- a. The validity period for the bid is ninety (120) days from the close of the bid.
- b. All bids submitted shall remain valid, irrevocable, and open for acceptance by the Municipality within the validity period, or such extended period as may be applicable.
- c. If the bid validity period expires on a Saturday, Sunday or public holiday, the bid offer shall remain valid and open for acceptance until the closure of business on the following working day.
- d. The bid offer may not be amended during the aforesaid bid validity period.
- e. Where required, the Municipality may request all bidders to agree to the extension of the validity period on the same terms and conditions as the original bid, or such amended terms and conditions as may be allowed by the Municipality.
- f. A request for a bid validity extension request will be done in writing before the expiry of the original validity period.

18. Withdrawal or modification of a tender prior to closing time

- a. Tenderers may withdraw their tender before the tender closes.
- b. Insofar as a modification will affect the information that will be made available at the public opening, the Municipality shall have the authority to make such information from the submissions available to the other tenderers.

19. Withdrawal of a tender after the closing time

Tenderers may withdraw their tender submission before the tender is awarded provided that they do so in writing and ensure that such withdrawal reaches the Municipality and the Municipality

confirms receipt in writing before the tender is awarded. The tender as modified will be considered as the tenderer's offer.

20. Prequalification criteria

20.1 Prequalification criteria may be applied to the tender to advance designated groups.

20.2 Should prequalification criteria be applicable to this tender; the basis of such criteria will be detailed in Section 4 below

21. Tender evaluation

21.1 Tenders will be evaluated in accordance with the tender evaluation criteria stipulated in this document.

21.2 Tenders will be evaluated for price and preference using the 80/20 preference points system.

21.3 Unless otherwise stated in this document, a contract will be concluded with the bidder who complies with the tender evaluation criteria and scores the highest total price and BBBEE points.

22. Test for tender responsiveness

22.1 Invalid tenders

Tenders shall be invalid if –

(a) The tender document is completed in non-erasable ink.

(b) The form of offer is not completed and signed by the bidder.

©In a two-envelope system, a bidder fails to submit both a technical proposal and a separate, sealed financial offer.

(d) The bidder has been listed on the National Treasury's Register for Tender

Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.

(e) The bidder is having been restricted from doing business with the Municipality

22.2 non-responsive tenders

Tenders will be held to be non-responsive and eliminated from further consideration in the following circumstances –

(a) The tender does not comply with the tendering procedures, where such procedures have been indicated as mandatory.

(b) The tender does not comply with the prequalification criteria for the tender, if any, or the tender evaluation criteria, including any functionality criteria.

(c) Where there are material deviations from, or qualifications to the tender, which in the Municipality's opinion would –

(i) detrimentally affect the scope, quality or performance of the services or supply identified in the scope of services.

(ii) significantly change the Municipality's or the bidder's risks and responsibilities under the contract, or

(iii) affect the competitive position of the bidder, or other bidders presenting responsive tenders, if it were to be rectified.

(d) The bid will be declared non-responsive if the bidder's tax matters, as verified on the government Central Supplier Database, are shown not to be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be required by Umsobomvu Local Municipality in writing.

23. Clarification of the tender offer after submission

The bidder must provide clarification of its tender offer in response to a request to do so from the Municipality during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.

24. Inspections, tests and analyses

The bidder shall, at the request of the Municipality, provide access during working hours to its business premises, or any other specified premises, for any inspections, tests and analyses as required in this document.

25. Samples

Where applicable, samples shall be provided strictly in accordance with the instructions stipulated in this bid document.

26. Pricing the tender offer

Bidders must –

- 26.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (including Value Added Tax (VAT), and other levies applicable.
- 26.2 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as specified in this tender document.
- 26.3 State the rates and prices in Rand unless instructed otherwise.

27. Imbalance in tendered rates or prices

If the Municipality 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 Municipality remains unsatisfied with the rate or price, it may propose to the tenderer an amended rate or price together with counterbalancing change(s) elsewhere in the Pricing Schedule such that the tender sum remains unchanged. Should the tenderer refuse to amend his / her tender as proposed by the Municipality, his / her tender may be regarded as nonresponsive.

28. Inducements, gifts, rewards and other abuses of the supply chain management system

- 28.1 No bidder may directly or indirectly commit any fraudulent act during the tender process or abuse the supply chain management system of the Municipality.
- 28.2 Should a bidder be found to have committed fraud or abused the supply chain management system, its bid will be rejected, any existing contract between it and the Municipality will be cancelled, and any other remedies available to the Municipality as provided for in the Supply Chain Management Regulations or other relevant legislation shall be imposed, including blacklisting.

29. Alternative offers

Alternative offers may be considered, provided that a bid free of qualifications and strictly in accordance with the tender document is also submitted. The Municipality shall not be bound to consider alternative bid offers.

30. Objections, complaints, queries, and disputes / Appeals in terms of Section 62 of the Municipal Systems Act

30.1 **Objections, complaints, queries, and disputes**

Persons aggrieved by decisions or actions taken by the Municipality in the implementation of the supply chain management system, or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or complaint or query or dispute against the decision or action.

30.2 **Section 62 appeals**

- (a) In terms of section 62 of the Systems Act, a person whose rights are affected by a decision taken by a political structure, political office bearer, councilor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority, may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of notification of the decision.
- (b) An appeal shall contain the following:
 - (i) The reasons and/or grounds for the appeal.
 - (ii) The manner in which the appellant's rights have been affected.
 - (iii) The remedy sought by the appellant.

30.3 **Lodging of appeals, objections, complaints, queries, and disputes relating to this tender.**

Appeals, objections, complaints, requests for information, queries and disputes must be submitted in writing to the Office of the Municipal Manager, Umsobomvu local Municipality, Colesberg, 9795.

SECTION 4: PRE-QUALIFICATION CRITERIA

Only bidders that meet the requirements indicated as applicable below, may respond to this tender -

No.	Criteria	Applicable / Not applicable	Indicate compliance (Yes / No)
		<u>TO BE SPECIFIED BY THE MUNICIPALITY</u>	<u>TO BE COMPLETED BY THE BIDDER</u>
1.	Bidders must have a stipulated minimum BBBEE status level to prequalify for this bid	Not applicable	
1.1	The stipulated BBBEE level required to prequalify for this bid is	Not applicable	
2.	Bidders must be an Exempted Micro Enterprise (EME) or a Qualified Small Enterprise (QSE)	Not applicable	
3.	Bidders must subcontract a minimum of 30 percent of the value of the contract to:		
3.1	an EME or QSE	Not applicable	
3.2	an EME or QSE which is at least 51% owned by black people	Not applicable	
3.3	an EME or QSE which is at least 51% owned by black people who are youth	Not applicable	
3.4	an EME or QSE which is at least 51% owned by black people who are women	Not applicable	
3.5	an EME or QSE which is at least 51% owned by black people with disabilities	Not applicable	
3.6	an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships	Not applicable	
3.7	A cooperative which is at least 51% owned by black people	Not applicable	
3.8	an EME or QSE which is at least 51% owned by black people who are military veterans	Not applicable	

A TENDER THAT FAILS TO MEET THE APPLICABLE PREQUALIFICATION CRITERIA INDICATED ABOVE WILL BE HELD TO BE NON-RESPONSIVE.

SECTION 5: SUBCONTRACTING AS COMPULSORY BIDDING CRITERIA

This section applies only to tenders which exceed the value of R30 million.

No.	Criteria	Yes / No / Not applicable (Indicate)	Agree / Do Not Agree
		<u>TO BE SPECIFIED BY THE MUNICIPALITY</u>	<u>TO BE COMPLETED BY BIDDER</u>
1.	The estimated value of this contract exceeds R30 million	NO	
2.	If the estimated value of the contract exceeds R30 million, is it feasible for this contract to be subcontracted?	Not applicable	
3.	If sub-contracting is feasible, bidders <u>MUST</u> agree to subcontract the contract to one, or more of the following designated groups -	Not applicable	
3.1	an EME or QSE	Not applicable	
3.2	an EME or QSE which is at least 51 percent owned by black people	Not applicable	
3.3	an EME or QSE which is at least 51 percent owned by black people who are youth	Not applicable	
3.4	an EME or QSE which is at least 51 percent owned by black people who are women	Not applicable	
3.5	an EME or QSE which is at least 51 percent owned by black people with disabilities	Not applicable	
3.6	an EME or QSE which is at least 51 percent owned by black people living in rural or underdeveloped areas or townships	Not applicable	
3.7	a cooperative which is at least 51 percent owned by black people	Not applicable	
3.8	an EME or QSE which is at least 51 percent owned by black people who are military veterans	Not applicable	

**FAILURE OF A BIDDER TO AGREE TO SUBCONTRACT AS SPECIFIED ABOVE
WILL RESULT IN ITS BID BEING HELD TO BE NON-RESPONSIVE.**

F.3.13 Acceptance of Tender Offer

F.3.13.1 Tender Offers will only be Accepted on Condition That:

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer.
- (b) valid original Tax Clearance Certificate (or certified copy thereof) is included with his tender or a SARS Pin;
- © The Tenderer's declaration of compliance with the Occupational Health and

Safety Act No. 85 of 1993 and the Construction Regulations 2014, is included with his tender submission.

- a) Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.

b) **Tender Defaulters Register** - the Tenderer or any of its principals 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;

- c) **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;

- d) **Declaration** - the Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such

principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.

- e) **Fraud and Corruption** - the Employer is satisfied that the tenderer or any of his principals have **not influenced** the tender offer and acceptance by the following criteria:

- having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
- having acted in a fraudulent or corrupt manner in obtaining or executing this Contract.
- having approached an officer or employee of the Employer or the Employer's
- Agent with the objective of influencing the award of a Contract in the tenderer's favour.
- having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this Contract or as to the amount of the tender to be submitted by either party.
- having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed tender.

- h) The Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the Employer or potentially compromise the tender process.
- i) A copy of a municipal account of the company and all directors are included with this tender.
- j) Form of Intent to provide Contractors All Risk insurance

The Employer may, in addition to using any other legal remedies, repudiate the tender offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.18 Provide Copies of the Contract

"The number of paper copies of the signed contract to be provided by the Employer is one."

F4 Additional Conditions of Tender

Insert the following additional conditions of tender:

"F.4.1 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) If the tender offer is not submitted on the Form of Offer and Acceptance found into this tender document (form C1.1 Part C1: Agreements and Contract Data);
- b) If the tender is not completed in non-erasable ink;
- c) If the offer has not been signed;
- d) If the offer is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.2 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process as preferred Tenderers provided that such negotiation:

- a) does not allow any preferred Tenderer a second or unfair opportunity;
- b) is not to the detriment of any other Tenderer; and
- c) does not lead to a higher price than the Tender as submitted. Minutes of any such negotiations shall be kept for record purposes.

F.4.3 General Supply Chain Management Conditions Applicable to Tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - i) Full name;
 - ii) identification number or company or other registration number; and iii) tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;

- ii) the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
- i) who is in the service of the state;
 - ii) if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - iii) who is an advisor consultant currently contracted with the Municipality.

In this regard, Tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender being rejected.

F.4.4 Combating Abuse of the Supply Chain Management Policy

In terms of the Umsobomvu Supply Chain Management Policy, the Employer may reject the tender of any Tenderer if that Tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, Tenderers shall complete Schedule 12, Part T2.2: Returnable Schedules: Declaration in terms of the Municipal Finance Management Act. Failure to complete this schedule may result in the tender being rejected.

F.4.5 Consultancy Services Provided to Organs of State

In terms of the Municipal Supply Chain Management Regulations (Notice 868 of 2005), and the District's Supply Chain Management Policy, Tenderers must furnish the Municipality with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required should include services provided by all offices country wide.

In this regard, Tenderers shall complete Schedule 13, Part T2.2: Returnable Schedules. Failure to complete this schedule may result in the tender being rejected.

F.4.6 Price Variations

The rates, prices, multipliers and percentages (as applicable) tendered in the activity schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

F.4.7 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act (No 85 of 1993) and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

F.4.8 UIF Payments

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.9 Claims Arising After Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, scope of Work and Price Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- a) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract,
- b) visit the site of any proposed works, and
- c) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

F.4.10 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by the Employer.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender."

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

PART T2: RETURNABLE DOCUMENTS

	<u>PAGE</u>
T2.1 List of Returnable Documents	30
T2.2 Returnable Schedules	24 - 42

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

List of Returnable Documents

The tenderer must complete the following Returnable Documents:

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: RECORD OF ADDENDA	34
2: CERTIFICATE OF ATTENDANCE.....	35
3: COMPULSORY ENTERPRISE QUESTIONNAIRE	53
4: AUTHORITY OF SIGNATORY	54
5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	55
6: DECLARATION OF GOOD STANDING REGARDING TAX	56
7: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT	58
8: KEY PERSONNEL	59
9: SUPPORT RESOURCES	60
10: PROFESSIONAL INDEMNITY INSURANCE	61
11: PROPOSED WORK PLAN	62
12: EXPERTISE OF KEY PERSONNEL	63
13: TRACK RECORD	64
14: BANK RATING	64
14: ISO 9001: 2008 CERTIFICATION	65
15: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	66
16: ALTERATIONS/AMENDMENTS BY TENDER.....	68

2. Other documents required for tender evaluation purposes

- Documentary evidence/proof of authority of signatory - append to Schedule 2.
- A copy of the Joint Venture Agreement (if applicable) - append to Schedule 3.
- Curriculum Vitae of key Personnel as applicable - append to Schedule 4.
- Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 6.
- An original valid Tax Clearance Certificate issued by the South African Revenue Services - append to Schedule 7.
- A proposed work plan - append to Schedule 8.
- A statement of expertise/experience of key personnel relevant to project - append to Schedule 9.
- A proposed resource allocation schedule - append to Schedule 14.
- Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 11.

3. Returnable Schedules that will be incorporated into the Contract

17: ALTERATIONS/AMENDMENTS BY TENDERER	67
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4. Other documents that will be incorporated into the contract

18: PREFERENCE POINTS CLAIMED SCHEDULE.....	68
19: CONFIRMATION OF ENTERPRISE REGISTRATION	69

5. C1.1 The offer portion of the C1.1 Offer and Acceptance.....71 - 72

6.	C1.2	Contract Data (Part 2).....	78 - 81
7.	C2.2	Activity Schedule.....	82.

NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN **NON-ERASABLE INK**

UPGRADING OF USMOBOMVU SPORTS FACILITIES

RETURNABLE SCHEDULES

All returnable schedules below must be completed by the bidding entity, save for those schedules which are not applicable to it in which case the bidding entity must indicate which schedules are not applicable.

Bidders must complete the following returnable schedules:

NO.	RETURNABLE SCHEDULE	COMPULSORY (YES/ NO)	NON-SUBMISSION WILL RENDER TENDER NON-RESPONSIVE (YES / NO)
1	Compulsory Enterprise Questionnaire	YES	YES
2	Authority of Signatory	YES	YES
3	Certificate of Authority for Joint Ventures	YES	YES
4	Briefing session / site inspection certificate	YES (if applicable)	YES (if applicable)
5	MBD 4 – Declaration form confirming the bidder is not in the service of the state	YES	YES
6	MBD 5 – Declaration for procurement above R10 million	YES (if applicable)	YES (if applicable)
7	MBD 6.1, 8 and 9 forms – completed and signed	YES	YES
8	Confirmation of registration on the National Treasury Central Supplier Database (Schedule A)		
9	Form of offer (The Contract: Section 3)	YES	YES

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

RETURNABLE DOCUMENTS

Bidders must submit the following documentation with their tenders:

No.	Returnable document	Compulsory (Yes / No)	Non-submission will render Tender non responsive (Yes / No)
1.	Original or certified BBBEE certificate	YES. Zero (0) points will be allocated for BBBEE ⁶	NO. Zero (0) points will be allocated for BBBEE
1.1	Affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualified Small Business (QSE)		
1.2	An original or certified consolidated BBBEE scorecard, if bidder is a trust, joint venture or consortium that is an unincorporated entity		
2.	Business registration documents	YES	YES (if proof of its business status and registration cannot be verified on CSD)
3.	Business premises municipal account not older than 90 days OR proof that bidder leases its business premises	YES	YES (if the bidder is recommended for the award of the tender)
4.	Certified copy of identity documents of directors / shareholders / partners / members, as the case may be	YES	YES
5.	Signed joint venture or consortium agreement	YES (if applicable)	YES (if applicable)
6.	Resources and Design Software	YES	YES
7.	Professional Indemnity Insurance	YES	YES

⁶ However, if a minimum BBBEE status level has been specified as prequalification criteria, submission of a BBBEE certificate or sworn affidavit will be compulsory. Failure to submit such certificate or affidavit with the minimum BBBEE status level required will render the bid non-responsive.

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer, and are attached hereto:

No	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

* Attach additional pages if more space is required.

Bidders are to note that as per Clause F.3.2 of the Conditions of Tender, as amended, the Employer may issue Addenda up to 3 working days prior to the Bid closing date. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.

Please attach to this page a complete copy of each Addendum issued.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

CERTIFICATE OF ATTENDANCE AT COMPULSORY TENDER CLARIFICATION MEETING.

This is to certify that (Tenderer)
.....
of (address)
..... was represented by the person(s)
named below at the compulsory tender clarification meeting at the
.....

Contract No. UMS/TS/MIG_DSAC/09/2025
On (date)20..... starting at

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

Particulars of person(s) attending the meeting on behalf of the tenderer:

Name: Signature:

Capacity: Date and Time:

Name: Signature:

Capacity: Date and Time:

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

Name: Signature:

Capacity: Date and Time:

Any tender submitted that does not bear the signature of the Employer's representative on this page AND any tender that has not completed & signed the Attendance Register during the Compulsory Clarification Meeting shall be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and shall be rejected.

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

DECLARATION OF INTEREST

MBD 4

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their 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 / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	

3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	If so, 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 the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p>	<p>YES / NO</p>
	<p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)

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

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INC.) -

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing? ***YES/NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services ***YES/NO** towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five ***YES/NO** years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

T2.1

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, *YES / NO and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be expected to be transferred out of the Republic?

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

.....
Signature

.....
Date

MBD6.1: 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

- a) 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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TOTAL POINTS	100	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:

80/20	or	90/10
$Ps = \left(1 - \frac{Pt - Pmin}{Pmin}\right)$	or	$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$

c) **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:

$$P_s = \left(1 + \frac{P_t - P_{max}}{P_{max}}\right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}}\right)$$

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

- 4.1. In terms of Umsobomvu Local Municipality Preferential Procurement Policy, 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—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Page 47 of 100

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 (80/20 system) (To be allocated by the municipality)	Number of points claimed (80/20 system) (To be completed by the tender)
PRICE	80	
SPECIFIC GOALS	20	
Companies 100% owned by youth	10	
100% Women Ownership	5	
Disability-Equity Ownership	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 **TYPE OF COMPANY/ FIRM:** [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....
SIGNATURE(S) OF TENDERER(S)

DATE

ADDRESS:

.....

.....

WITNESSES

1......

2......

17. 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	<p>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?</p> <p>(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).</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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:		

18. CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**UMS/TS/MIG_DSAC/09/2025 THE PROVISION OF PROFESSIONAL SERVICE PROVIDER
FOR UPGRADING OF UMSOBOMVU SPORTSFACILITIES**

(Bid Number and Description)

in response to the invitation for the bid made by:

UMSOBOMVU LOCAL MUNICIPALITY

(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 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

7. communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
8. 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.
9. 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.
10. 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.

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 2015 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 1 – CONFIRMATION OF REGISTRATION OF BIDDER ON CENTRAL SUPPLIER DATABASE (CSD)

1. In terms of National Treasury MFMA Circular No. 81, Accounting Officers of Municipalities are required to encourage their prospective suppliers to register on the Central Supplier Database ('CSD').
2. Bidders may apply for online registration, using the following website link: www.csd.gov.za.

NB: Bidders must register on CSD. **FAILURE TO REGISTER BEFORE THE CLOSE OF THIS TENDER WILL RESULT IN THE DISQUALIFICATION OF THE BIDDER'S TENDER.**

BIDDER NAME	REGISTERED ON CSD? (YES/NO)	CSD SUPPLIER NUMBER

Bidders are required to register as suppliers on the National Treasury Central Supplier Database (CSD) prior to submission of this bid and provide their CSD supplier number in the table above.

It is the responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

BIDDER'S.....

SIGNATURE:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 2: 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:

Physical address 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 of service of the state

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

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

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

Name of sole proprietor, partner, 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:

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

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

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 authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or 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;
- 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
- 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 ON BEHALF OF TENDERER:

.....

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 3: AUTHORITY OF SIGNATORY (Company, Close Corporation or Partnership)

In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf ofby virtue of the Articles of Association/Resolution of the Board of Directors* or
.....

* Delete whichever is not applicable, or if neither are applicable, indicate alternate authority.

NAME:.....

CAPACITY:.....

SIGNATURE:.....

DATE:.....

WITNESSES: 1. 2.

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 4 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms
, authorized signatory of the company, close corporation or partnership
, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 5 : DECLARATION OF GOOD STANDING REGARDING TAX

1. Name of tax payer/tenderer:
2. Trade name:
3. Identification number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company/Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--

DECLARATION TO BE MADE BY TENDERER		
<p>I,</p> <p>the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include 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,</p> <p>to satisfy them.*</p> <p>.....</p> <p>SIGNATURE CAPACITY DATE</p>		

PLEASE NOTE:* The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/ tax returns.

Documentary evidence in the form of a valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall accompany this form.

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 6: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No 56 of 2003)

Item	Question	Yes	No
1.1	Is the tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the tenderer 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (0)12 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the tenderer 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"/>
1.3.1	If so, furnish particulars:		
1.4	Does the tenderer 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"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the tenderer 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"/>
1.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

*where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule.

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 6 : KEY PERSONNEL

The tenderer is referred to Clause F2.1.3 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

PROJECT LEADER / ENGINEER: REGISTERED PROFESSIONAL ENGINEER / TECHNOLOGIST (≥ 5 YEARS RELEVANT POST REGISTRATION EXPERIENCE)				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

NB: THE TENDERER SHALL ATTACH ECSA REGISTRATION CERTIFICATE FOR EASE OF REFERENCE

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF KUYASA SPORT GROUND IN

SCHEDULE 7: SUPPORT RESOURCES

The tenderer is referred to clause F.2.1.4 of the Tender Data and shall state below what design software packages are available for use on this project and whether or not they are currently owned/licensed by the Tenderer, or are available through other means.

SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 6 : PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1.5 of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE HELD		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF KUYASA SPORT GROUND IN

SCHEDULE 7 : PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this page.

It should be noted that while a project programme/schedule may form part of the required work plan, more than a project programme/schedule is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer’s objectives. The proposed work plan is an important document based upon which up to 10 tender evaluation points for quality will be awarded. Tenderers should however endeavor to keep their submissions in this regard to a maximum of 5 pages, longer submissions may have points deducted.

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 8 : EXPERTISE OF KEY PERSONNEL

Notwithstanding having appended the Curriculum Vitae of the key personnel to Schedule 4 above, the tenderer shall append to this schedule, a statement for each of the individuals identified, which indicates any fields of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CVs). Tenderers should indicate what particular aspect of the project the specialization or experience is relevant to.

Up to 15 tender evaluation points for quality will be awarded for relevant expertise of the key personnel.

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 9 : TRACK RECORD

The tenderer shall indicate on the schedule below all relevant projects (the analysis and design of new and remedial works) that have been successfully completed in the past three years, or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

Up to 15 tender evaluation points will awarded for quality according to the nature and scale of projects listed.

	TRACK RECORD		
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (Contact Details)	DATE COMPLETED

--	--	--	--

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 10 : ISO 9001: 2008 CERTIFICATION

If applicable, the tenderer shall append proof of their ISO 9001:2008 certification to this schedule.

Five tender evaluation points for quality will be awarded to tenderers who are ISO 9001:2008 certified. Where the entity tendering is a joint venture, provided one of the parties is ISO 9001:2008 certified, and it has been indicated on the work plan submitted that that party will take responsible for quality management, then the joint venture will be awarded 5 tender evaluation points in this respect.

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 11 : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

Up to 15 tender evaluation points will awarded for quality according to the nature and scale of projects listed.

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 12 : ALLOCATION OF RESOURCES

The tenderer shall append their proposed resource allocation to this schedule to this page.

This schedule should include all personnel that are intended to be used in the execution of the work (including the key personnel and others as may be necessary) with details of their name, qualification, title/job description, a brief description of their function in relation to this project, whether or not they are in the employment of the tenderer at present, and on what basis they will be involved in his project (part time oversight role, full time for duration of certain activities, as and when required etc). Resource organogram to be included.

This schedule should also include resources other than human (equipment, software, etc) that are relevant to/necessary for and are available, or will be bought/hired in, for use on this project.

Up to 5 tender evaluation points for quality will be awarded for the allocation of resources over and above the key personnel named in Schedule 4 and scored in Schedule 9.

The Employer may request more detailed information relating to the resources listed if deemed necessary.

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

SCHEDULE 13 : ALTERATIONS/AMENDMENTS BY TENDERER

The tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the tenderer.

No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE AND CLAUSE/ ITEM	ALTERATION/AMENDMENT

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14: SPECIFIC GOAL POINTS CLAIMED SCHEDULE

The tenderer is referred to the below table for points claimable and shall state below details of their specific goals claim to this schedule.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be allocated by the municipality	Number of points claimed (80/20 system) (To be completed by the tender)
PRICE	80	
SPECIFIC GOALS	20	
Companies 100% owned by youth	10	
100% Women Ownership	5	
Disability-Equity Ownership	5	

Signed..... Date.....

Name..... Position.....

SIGNED ON BEHALF OF TENDERER.....

SCHEDULE 15 : CONFIRMATION OF ENTERPRISE REGISTRATION

I/We understand that in terms of the Employer's Procurement Policy, tenderers are required to be registered and verified on the Umsobomvu Local Municipality Suppliers Database and failure to do so will result in the non-allocation of evaluation points for preference.

Registration as Service Provider on the Umsobomvu Local Municipality Supplier Database

I/We hereby confirm my/our registration on the Umsobomvu Local Municipality Supplier Database and claim any evaluation points for preference as may be applicable in terms of such registration:

COMPANY NAME	REGISTERED YES / NO	REGISTRATION NUMBER, IF APPLICABLE OR ACKNOWLEDGEMENT OF RECEIPT OF APPLICATION

Tenderers who are not registered and verified on the Umsobomvu Suppliers Database are not precluded from submitting tenders and quotations, but must be registered and verified before the closing date in order to qualify for preference points. Contracts will not be concluded with tenderers who are not registered and verified on the Umsobomvu Local Municipality Supplier Database.

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

SIGNED ON BEHALF OF TENDERER:

PART C1: AGREEMENTS AND CONTRACT DATA

	<u>PAGE</u>
C1.1 FORM OF OFFER AND ACCEPTANCE	77 - 80
C1.2 CONTRACT DATA	81 - 84

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

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:

CONTRACT NUMBER: UMS/TS/MIG_DSAC/09/2025 (Re-advert) :UPGRADING OF UMSOBOMVU SPORTS FACILITIES

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:

(.) Percentage (%) discount (to a maximum of 10 percent (%)) of the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000as gazetted in Government Gazette No 44333 26 March 2021 (Engineering Council of South Africa). The discount will be applicable to all disciplines as stated in the Guideline.

And
.
.

. Rand (in words) (incl. VAT);

R (in figures) (Incl. VAT) for professional fees for additional services for four (2) month design and tender documentation preparation, and Eight (8) month contract administration and inspection.

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(s):

.....

Name(s):

.....

Capacity:

.....

.....

.....

for the Tenderer

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

.....

Name and signature of witness Date:

.....

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

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 T1: Tender Notice and Invitation to Tenderer
- Part T2: Returnable Documents
- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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.

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 representative (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 at, or just after, the date this agreement comes into effect. 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 original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Professional Service Provider / Contractor) 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

Name

Capacity
for the

Employer **UMSOBOMVU LOCAL MUNICIPALITY**
MUNICIPAL MANAGER
21A CHURCH STREET
COLESBERG, 9795

Name and signature of witness

Date

Schedule of Deviations

1 Subject
..
Details
...
.....
..
.....
.. 2 Subject
....
Details
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.....
..
.....
..
3 Subject
..
Details
...
.....
..
.....
.. 4 Subject
....
Details
...
.....
..
.....
.. 5 Subject
....
Details
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..

By the duly authorized representatives signing this agreement, 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.

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

C1.2 Contract Data

Part 1: Contract Data Provided by the Employer

General Conditions of Contract

The General Conditions of Contract are the **Standard Professional Services Contract (September 2005)**, published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-formas attached to the standard Professional Services Contract (September 2005) on pages 16 to 23 shall not apply to this Contract and shall be replaced with the documentation bound into this tender document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

Contract Specific Data

The following contract specific data is applicable to this Contract:

The **Employer** is the **Umsobomvu Local Municipality**

Clause 3.4 and clause 4.3.5:

The authorized and designated representative of the Employer is the **Municipal Manager**.

The address for receipt of communication is:

Telephone : 051 – 753 0777

Facsimile : 051 – 753 0574

Postal Address : Private Bag X6, Colesberg, 9795

Physical address : Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795

THE PROVISION OF PROFESSIONAL SERVICE PROVIDER FOR UPGRADING OF UMSOBOMVU SPORTS FACILITIES

The Period of Performance for concept and viability, design development and tender documentation preparation is two (2) month.

Clause 3.5

Add the following:

The Works are situated in and around (approximately 5km radius) in the town of Colesberg. Colesberg is located in the extreme eastern corner of the Northern Cape Province, on the N1/N9 route approximately 230km South of Bloemfontein towards Cape town and Port Elizabeth.”

Clause 3.11 Add

the following:

“Penalty

The Service Provision shall be completed within the Duration as indicated in the Tendering Entities’ project programme/ schedule submitted with this tender, with the following key Milestones:

Milestones	Penalty per Calendar Month
Concept and Viability	1.5% of total tendered professional fees
Design Development and Documentation	1.5% of total tendered professional fees
Construction Tender Closing Date	1.5% of total tendered professional fees
An acceptable Tender Evaluation Report submitted to Council	1.5% of total tendered professional fees

Notes: The Penalty amount will not be limited.

Penalty for misleading Council with wrong information provided in the returnable schedules, and information provided in this tender.

A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Tendering Entity as a result of the wrong information provided by the Tendering Entity, multiplied by 1.25 of the total tendered professional fees.

Penalty = (Points wrongly claimed as %) x 1.25 x (Tendered Professional Fees)

A project programme/schedule shall be submitted with this tender, the project programme/schedule will be amended once the tender has been awarded with the start date the commencement of the project.”

Clause 3.14:

Add the following:

“The project programme/schedule shall be submitted within 7 days of the Acceptance of the tender Offer.”

Clause 5.4.1:

Add the following:

“The Service Provider is required to take out and maintain, for the full duration of the performance of this Contract, the following insurance cover:

1. Professional Indemnity Insurance providing cover in an amount of not less than R7 000 000 in respect of each and every claim during the period of insurance.”

Clause 5.5:

Add the following:

“The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of the tender.
2. Appointing construction monitoring staff with respect to any construction contract arising out of this professional services contract.
3. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility.”

Clause 7:

Amend as follows:

“Replace all reference to the “Personnel Schedule” in Clause 7 with the “Allocation of Resources Schedule” (Schedule 14).”

Clause 8.1:

Add the following:

“The time to commence the performance of the Services is within 14 Days after the date that the Contract becomes effective.”

Clause 8.4.1 Add

the following:

“If, as a result of a budget adjustment process, it becomes necessary to reduce the funding allocation for the Contract.”

Clause 9.1:

Add the following:

“Copyright of documents prepared for the project shall be vested with the Employer (Umsobomvu Local Municipality).”

Clause 12.1.2:

Add the following:

“Interim settlement of disputes is to be by mediation.”

Clause 12.2.1:

Add the following:

"Final settlement is by litigation."

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

C1.2 CONTRACT DATA

Part 2: Data Provided by the Service Provider

The Service Provider is:

Postal Address:

.....

.....

Physical Address:

.....

.....

Telephone:

Facsimile:

The authorized and designated representative of the Service Provider is:

Name:

The address for receipt of communication is;

Address:

.....

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

PART C2: PRICING DATA

	<u>PAGE</u>
C2.1 Pricing Instruction	82 - 83
C2.2 Activity Schedule	84 - 88

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

C2.1 Pricing Instructions

1. The short description given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the Guideline Scope Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), where applicable.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), a useful document that will give Tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. For the purpose of the Activity Schedule the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work.

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item. Sum:

An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

Percentage Fee: The agreed fee for a service, the extent of which is described in the scope of Works, expressed as a percentage of a construction contract value or part thereof.

4. A rate, sum percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rate cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according the final construction contract values based on the percentage fee tendered.
8. While the Employer has every intent to complete the full Scope of Works, the Employer reserves the right to reduce or increase the Scope of Works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration, and/or reimbursement as described in Clause 8.4 of the Standard Professional Services contract.
9. Tenderers are to note that notwithstanding the fact that services are to be provided over a year period, there will be no adjustment in the rates, sums, percentage fees and/or prices tendered. By virtue of the fact that the price for professional services rendered is developed, in the most part, from a construction contract value which will be subject to contract price adjustment, the Service Provider will benefit from adjustments in this regard. In developing any other rates, tenderers must make allowance for annual increases. This is relevant, in particular to the remuneration of construction monitoring staff.
10. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and /or software will be made and these costs will be deemed to be included rates, sums, percentage fees and prices for normal and additional services rendered.

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

C2.2 ACTIVITY SCHEDULE

PROJECT DETAILS

CONTRAT NUMBER:	UMS/TS/MIG_DSAC/09/2025 (Re-advert)	Labour Intensive Where Possible:	Yes
PROJECT DESCRIPTION / NAME:		Provision of Professional Services for Upgrading of Umsobomvu Sports Facilities	
CONTRACT SERVICES	Concept, Viability, Design, Tender Documentation Preparation (i.e. preliminary design, detail design and tender document preparation, construction monitoring, etc)		
ESTIMATED CONSTRUCTION DURATION:	8 Months	Level of Construction Monitoring:	Full time

C2.2.1 OFFERED FEE: PROFESSIONAL ENGINEERING SERVICES

(.....) **Percentage (%) discount** (to a maximum of 10 percent (%)) of the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as gazetted in Government Gazette No. 444333, 26 March 2021 (Engineering Council of South Africa (Engineering Council of South Africa). The discount will be applicable to all disciplines as stated in the Guideline and C3.1.5.1. **If no Percentage (%) discount is stated above, it will be taken that no discount is granted. If a percentage of higher than 10% is indicated, a maximum of 10% only will be considered.**

C2.2.2 Expenses and Costs for Additional Services

Costs for services rendered as requested in Table C2.2.2A will be applicable for the durations stated and will be increased or decreased pro rata, based on the actual durations.

Guideline Clause in Table C2.2.2A refers to ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as gazetted in Government Gazette No. 444333, 26 March 2021 (Engineering Council of South Africa

The fees offered above in Table C2.2.2A shall, (a) for Construction Monitoring - include all Construction Monitoring personnel cost and include all expenses and cost (i.e. accommodation, subsistence expenses, traveling expenses, traveling time, etc.), (b) include all the Service Provider's Expenses and Costs, (c) include all procurement and management cost of the Surveyor, Geotechnical Specialist, and Health and Safety Consultants

C2.2: PROFESSIONAL ENGINEERING SERVICES PRICING SCHEDULE

The payment to be paid to the Service Provider for providing the Services required in terms of this Agreement and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the following

ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as gazetted in Government Gazette No. 44333, 26 March 2021 (Engineering Council of South Africa).

It is essential that all items are priced. F.3.9 in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009 (Standard Condition of Tender) will be used for dealing with arithmetic errors.

Rates for Timed-Based Services shall be entered against the relevant items in the Pricing Schedule for different levels of personnel. Time-based payments will only be made when the work involved has been agreed with Umsobomvu Local Municipality

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

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

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

The fees used in the Pricing Schedule are based on Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the applicable Profession Act. The report stage for engineering work will not be reimbursed separately on a time basis, but will form part of the preliminary design stage fee. Fees for additional services must be entered into the applicable schedule where required.

Pricing is based on an estimated amount for work and will only be used for evaluation purposes. Actual fees will vary according to the magnitude of the project involved.

All fees quoted in the Pricing Schedule shall be in South African Rand (ZAR) and whole cents.

All fees quoted in the Pricing Schedule must be excluding VAT. VAT will be added in the Summary of the Pricing Schedule.

The Pricing Schedule has to be completed in black ink and the Bidder is referred to the Bid Data in regard to the correction of errors.

UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

PRICING SCHEDULE – PROFESSIONAL SERVICES

PRICING INSTRUCTIONS

C3.1.1 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work for the services as defined in the Standard Specifications or the Scope of Work.

Quantity: The number of units of work for each item of the services.

Rate: The payment per unit of work at which the bidder bids to do the work for the services.

Amount: The product of the quantity and the rate bid for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the Scope of Work or elsewhere, but of which the quantity of work for the services is not measured in units.

Rate only: An amount per unit to be entered by the bidder for execution of the specific work for the services. No quantity is provided for this item, which may or may not be used by the Employer to extend the work to be done under the contract.

C3.1.2 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment for the services, and **not** the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work for the services will be valued at the rates or lump sums Bided, subject to the provisions of paragraphs 8 and 9 of this section.

C3.1.3 The Bid rates are all-inclusive and covers the execution of the activities as listed, including all accommodation, travelling expenses, all mandatory taxes and levies (excluding VAT), all liaison, insurance against damage, compensation for loss as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Services in the Pricing Schedule.

C3.1.4 The Bidder shall fill in a rate for each item where this is provided for. If the Bidder has bid a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Bidder from the available data, and the Bidder must confirm his acceptance of these amounts and rates.

If the Bidder groups a number of items together and bids one lump sum for such group of items, this single bidden lump sum shall apply to that group of items and not to each individual item, or, should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.

The bid lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.

C3.1.5 The services executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.

C3.1.6 The short descriptions of the payment items in the Pricing Schedule are given to identify the items and to provide specific details. Reference shall inter alia be made to the Scope of Work for more detailed information regarding the extent of the work entailed under each item.

C3.1.7 Subject to the conditions stated in paragraph 8 below, the rates and lump sums filled in by the Bidder in the Schedule of Quantities shall be final and binding with regard to submitting the bid, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the bid. Should there be discrepancies between the Bid Sum and the correctly extended and totalled Pricing Schedule, the rates will be deemed correct, and the Employer will have the right to make such adjustments to the Bid Sum as he deems necessary to reconcile the total of the Pricing Schedule with the Bid Sum.

In such an event the Bidder will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Bid Sum will take place only after acceptance of the bid, but prior to the signing of the Contract. In their own interests Bidders should make doubly sure of the correctness of their bid rates, the extensions and the Bid Sum.

C3.1.8 A Bid may be rejected if the unit rates or lump sums for some of the items in the Pricing Schedule are in the opinion of the Employer, unreasonable or out of proportion and if the Bidder fails within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items to make such adjustments.

C3.2 BASELINE CONSTRUCTION COST

Name of the bidder

.....

The offer shall be valid for 90 days from the closing date of the bid.

Bidders are to note the following:

- The Baseline Construction Cost for the Determination of Professional Fees is R **7 733 725.81 (Exclusive of VAT)**.
- Disbursements will be claimed based on actual costs, but not exceeding the total contract price.
- Prices to include VAT (Indicated as a separate line item.)
- Reimbursable expenses shall be included in the bidder's own account and should be included in the tender price.

C3.3 PRICING SCHEDULE (*Professional Fees*)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SCHEDULE 1: BASIC PROFESSIONAL FEES				
	<i>Pricing to be based on baseline construction cost as per C3.1 Pricing Instructions</i>				
	Basic Professional Fees – Estimate based on construction cost incl all activities as per the C2.3 Extent of Works.				
	<i>The scope of services to be provided shall be as included in the Engineering Council of South Africa (ECSA): Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000, (Act No. 46 of 2000) – 26 March 2021.</i>				
1.1	THE PROVISION OF PROFESSIONAL SERVICES PROVIDER FOR UPGRADING OF UMSOBOMVU SPORT FACILITIES	%%	7 733 725.81	
	<i>(PSP required to specify percentage/lump sum per stage)</i>				
	Stage 1 – Inception	%%		
	Stage 2 - Concept & Viability	%%		
	Stage 3 - Design Development	%%		
	Stage 4 - Documentation and Procurement	%%		
	Stage 5 - Contract Administration and Inspection	%%		
	Stage 6 - Close-Out	%%		
2	SCHEDULE 2: DISBURSEMENTS				
2.1	Document Reproduction				

2.1.1	Printing / Copies – A4 (black & white)	Page	500		
2.1.2	Printing / Copies – A3 (black & white)	Page	1000		
2.1.3	Printing / Copies – A4 (colour)	Page	1500		
2.1.4	Printing / Copies – A3 (colour)	Page	600		
2.1.5	Printing / Reproduction – A1	No	300		
2.1.6	Printing / Reproduction – A0	No	100		
2.1.7	Electronic Storage Devices	No	20		
2.2	Travelling Time				
	<i>(Traveling time will be paid from the nearest established office of a service provider, maximum 3 hours per return trip)</i>	hr	150		
2.3	Traveling Cost				
	<i>(Traveling costs will be paid from the nearest established office of a service provider, a maximum of 300km per return trip to Noupoot and Colesberg)</i>	km	7000		
TOTAL CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
3	SCHEDULE 3: ADDITIONAL SERVICES				
3.1	Construction Supervision <i>(shall be Level 2 - Part time. The monthly rate shall include all associated costs - remuneration, traveling, accommodation, meals, telephone and data, computer and software, etc.)</i>	Month	08		
3.2	Employer's agent in terms of the Occupational Health and Safety Act, 1993 <i>(Baseline Hazard Identification and Risk Assessments, Compile Site Specific Health and Safety Specifications for the project, Evaluate appointed Principal Contractor's Health and Safety Plan, Monthly Health and Safety Audits and reporting, and Close-out).</i>	Month	08		
3.3	Geotechnical Report	Sum	01		
3.3	Training of Local Labourers, Building work, Plumbing, Plastering and electrical Wire	Sum	-	-	
3.9	Skills Transfer to Municipal Officials	Sum	-	-	
SUB-TOTAL FOR SCHEDULE OF QUANTITIES					
ADD 15% VAT					
TOTAL CARRIED FORWARD TO FORM OF OFFER					

Name of Tender:

Signature:

Full Name of Signatory:

Date:

Position:

UPGRADING OF UMSOBOMVU SPORTS FACILITIES

PART C3: SCOPE OF WORK

	<u>PAGE</u>
C3.1 SCOPE OF WORK	96-98
<u>CONTENTS</u>	<u>PAGE</u>
3.1.1 Introduction	95
3.1.2 Objective	97
3.1.3 Extent of the Services	96
3.1.4 Location of the Works	92
3.1.5 Engineering	92
3.1.6 Procurement	99
3.1.7 Format of Communication	92
3.1.8 Resources/ Personnel	99
3.1.9 Management Meetings	93
3.1.10 Claims for Payment	99
3.1.11 Employers Right to Recover Cost	99

C2.1 INTRODUCTION AND BACKGROUND

C2.1.1 OVERVIEW OF UMSOBOMVU

The Umsobomvu Local Municipality is the Eastern-most local municipality in the Northern Cape province as well as the Pixley Ka Seme District Municipality. Umsobomvu is made up of three (30) settlements, namely: Colesberg, which is the main town and Norvalspont and Noupoot which are located close to the northern and southern boundaries of the municipality respectively.

The geographical area of the municipality is about 6,819 km². The population density of the municipality is currently standing at 4,8 people/km². The household density is 1,3 households/km² with an average household size of 3,7.

The estimated population of Umsobomvu is 32,705 based on the STATSSA 2011 figure of 28,376 with a growth rate of 1.59%.

FIGURE 1: Location of Umsobomvu Local Municipality



C2.1.2 OVERVIEW OF UPGRADING OF SPORT FACILITIES AT UMSOBOMVU

Noupoot is situated about 55km south of Colesberg on N9 route to Gqeberha (formally known as Port Elizabeth). Noupoot comprises of EurekaVille, Kwazamuxolo, Morrison and other sub-townships. The town originally depended on Spoornet for economic development. However, due to the closure of major operations of Spoornet, the economy of the town literally became non-existent.

Municipality is intending to Upgrading the Sport Facilities in Noupoot, Colesberg-Kuyasa Sport Facility and Reimvasmak Sport facility

C2.1.3GENERAL DESCRIPTION OF THE PROJECT

Municipality have received the allocation to Upgrade the Sport Facilities at Umsobomvu Local Municipality for 2025/26 Financial Year

Scope of work has been Approved by Department of Sport, Art and Culture

SCOPE OF WORK:

.....

Upgrading of Kwazamuxolo Sports Facility (Noupoort)

Descriptions

- Fencing of Kwazamuxolo sports facility, concrete palisade fencing
- Replacing of steel structure (Grand stand) and upgrading of change rooms ablution blocks
- Installation of Turf in the soccer pitch and ground preparation
- Construction of Combi Court, Netball/Basketball
- Construction of Security and ticket booth`

Upgrading of Kuyasa Sport Facility

DESCRIPTION

- Installation of Storm Water Drainage System

C2.2 OBJECTIVES OF THIS REQUEST

The objective of this bid is to appoint a Project Management team to manage on behalf of Umsobomvu Local Municipality, the planning, design, execution and completion of the Umsobomvu Sports Facilities.

Proposal for the provision of consulting engineering services are requested for planning, preliminary design, detail design, construction specifications, tender documentation, tender evaluation, construction supervision/monitoring and successful completion of the UPGRADING OF UMSOBOMVU SPORTS FACILITIES, schematic layout in Part C4: Site Information.

A Professional Service Provider is required to provide the professional services necessary to implement the project, which in terms of the Municipal Finance Management Act, 2003, and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive tendering process.

3.1.2 OBJECTIVE

The Employer's objective is to deliver physical infrastructure within Umsobomvu Municipal area in support of the municipality's basic service delivery mandate. The objective of the terms of reference is to enable Umsobomvu local Municipality to appoint competent, professional and experienced service providers for **THE PROVISION OF PROFESSIONAL SERVICE PROVIDER FOR UPGRADING OF UMSOBOMVU SPORTS FACILITIES** which will be evaluated using a financial offer, quality and preferences-based system as described in the tender data.

3.1.3 EXTENT OF THE SERVICES

The services requested require project management planning, execution and control processes for **THE PROVISION OF PROFESSIONAL SERVICES PROVIDER FOR UPGRADING OF UMSOBOMVU SPORT FACILITIES**

The following services are therefore required:

- Inception Stage
- Concept and Viability Stage
- Design Development Stage
- Documentation and Procurement Stage
- Contract Administration and Inspection Stage
- Close-out Stage
- Additional Services court.

The services required in respect of each of the phases are as per Government Gazette No. 44333 (26 March 2021): Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000).

Some additional deliverables required, especially for the close-out includes:

- A Narrative Report describing the original scope to be done, the actual work done, any variations to the original scope, labour details as per the EPWP requirements, period for completion, lessons learnt and any other recommendations that the service provider feels necessary;
- A Financial Report;
- An Operation and Maintenance Manual;
- A Maintenance Plan; and
- As-built Drawings (1 X hard copy, 1 X electronic copy in PDF format and 1 X electronic copy in the latest AutoCAD format).

Two copies of the close-out report will be supplied and presented at the last PSC meeting.

Construction Monitoring

Provision must be made for a suitably Civil Technologist or Civil Technician to perform construction monitoring when site activities are taking place. Umsobomvu Local Municipality must be provided with a detailed CV of the staff within 7 days after appointment, in order to evaluate and approve it. Failure to do so will invalidate any expenditure incurred. **Level 2: Part-time Construction Monitoring** staff will be required on the project for the duration of the works. The part-time construction monitoring staff shall:

- Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or at least every second day, according to the demands of the project;
- Regularly, review samples of materials and work procedures, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate;
- Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client; and
- Carry out such administration of the project as is necessary on behalf of the client.

C2.3.3 Occupational Health & Safety Services

Perform duties under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations, 2014, published in terms of the Occupational Health and Safety Act. The activities as part of the implementation methodology will include the following:

- Conduct Baseline Hazard Identification and Risk Assessments on project in accordance with 5.1(a) of the new Construction Regulations (2014) of the Occupational Health and Safety Act (85 of 1993);
- Compile Site Specific Health and Safety Specifications for project in accordance with 5.1(b) of the new Construction Regulations (2014) of the Occupational Health and Safety Act (85 of 1993);
- Evaluate appointed Principal Contractor's Health and Safety Plan according to the Health and Safety specifications and applicable legislation (Construction Regulation 5.1(l);
- Monthly Health and Safety Audits with feedback to Client and the Principal Contractor (Construction Regulation 5.1(o) & (p));
- Ensures corrective action is taken on site audit non-conformances;
- Encourage and enhance a positive and safety culture on site. Advise principal contractor and sub-contractors on means of compliance with legal requirements; and

- Maintain and manage health and safety information for the purpose of record keeping, preparation and delivery of reports.

C2.4 AVAILABLE INFORMATION

The following information related to the project is available at the Umsobomvu Local Municipality:

- The project business plan as submitted to MIG

Prospective bidders can request copies of the above documents from the Project Manager who will make it available within 3 days after submission of the request.

C2.5 LIAISON WITH CLIENT

The successful service provider will liaise with the client during all phases of the project and advise the client on all matters relating to the project. The contact person / client's representative will be Ms S Mtubu unless otherwise noted when the tender has been awarded or when necessary, during the implementation of the project.

C2.6 APPOINTMENT

The final selection and appointment will be undertaken in line with the Supply Chain Management Policy of Umsobomvu Local Municipality. A single appointment will be made for the works in terms of this contract and bid.

C2.7 LABOUR INTENSIVE METHODS

Local labour will be employed for all labour-intensive tasks during the construction activities such as route selection process, clearing and grubbing, setting out houses to be build, trenches for Sewer and water Pipe line, backfilling of trenches.

Electrification of Houses and Upgrading of High Mast Lights

C2.8 THE ENVIRONMENT

The service provider should perform all duties related to environmental authorisations when needed.

The following points however will be implemented in the Contract Documents to minimise the environmental impacts:

- Large trees will be preserved and the pipeline route will be determined to accommodate them. A penalty clause will be built into the Contract Documents for the damaging or removal of indigenous trees which have been indicated to be preserved.
- Material used for backfilling, shall be neatly heaped and compacted. Care shall be exercised to prevent interference with the natural flow of stormwater or concentration thereof.
- All surplus excavated and other waste material shall be dumped in one area only. Scattered dumping of material on the dumping area will not be permitted.
- After completion of the work, all dumped material shall be neatly levelled to a slope as approved by the Engineer, so that the entire surface area of the dump is smooth and free of excessive projections or depressions.
- Dumping sites shall be properly drained and interception or ponding of water will not be allowed.
- The completed Works will render the Environment as close as possible to its original form.

C2.9 LANGUAGE MEDIUM

All documents, correspondence, etc. are to be in **English**.

C2.10 PAYMENT

The payment structure will be based on the phases on delivery of required reporting documentation and deliverables. The client will have a maximum of 30 calendar days for payment after receipt of a bona fide claim including an original tax invoice. Take note of the following:

- The VAT invoice must be addressed to Umsobomvu Local Municipality.
- The contract number, invoice number and VAT registration number must be shown on each invoice.
- The VAT registration number of the *Employer* must be shown on each invoice.
- A breakdown commensurate with the “prices” must be shown on each invoice.
- The *Employer* accepts only original invoices.

C2.11 DISCLOSURE OF INFORMATION

With the acceptance of this appointment, you specifically undertake not to furnish information of any kind whatsoever at any stage during the validity of this appointment or any period thereafter in respect of the Works to any person or organisation outside of Umsobomvu Local Municipality and its authorised agents, except in cases where you have been authorised thereto in writing by the Umsobomvu Local Municipality.

C2.12 COPYRIGHT

The copyright of all documentation, whether in hard copy and/or electronic format, prepared by the successful service provider in terms of this appointment shall be vested in the Umsobomvu Local Municipality.

Umsobomvu Local Municipality will have the right/s to their use on other projects for which any other service providers have been appointed. Where such documents are used without your prior knowledge and consent, such re-use shall solely be at the risk of Umsobomvu Local Municipality or any other party whatsoever re-use the documentation. No fees from such re-use shall accrue to the successful service provider.

C2.13 BRIEFING SESSION

No briefing session will be held.

SIGNED ON BEHALF OF TENDERER:

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