



UMLALAZI MUNICIPALITY

TENDER NO: KZN ULM 09/26/27

TENDER DOCUMENT FOR:

**THREE-YEAR PANEL OF CONSULTANTS LAND SURVEYORS, TOWN PLANNER
AND ENVIRONMENTALISTS FOR MUNICIPAL SUBDIVISIONS**

CLOSING DATE: 22 SEPTEMBER 2026 AT 12:00

COMPILED BY: Planning and Economic Development P O BOX 37 Butcher Street, 3815	SCM OFFICES ADDRESS KV Challenor Street (Industrial Areas) ESHOWE, 3815
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SERVICE PROVIDER'S DETAILS:

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	

CONTENTS

CONTENTS	1
1. NOTICE	2
2. INSTRUCTIONS AND CONDITIONS OF TENDER	6
3. SPECIFICATIONS OF TENDERS	11
4. PRICING DATA AND PAYMENT CONDITIONS AND PENALIES.....	16
5. FORM OF ACCEPTANCE	19
6. RETUNABLE AND SCHEDULE DOCUMENTS	20
A. PROOF OF PURCHASE OF TENDER DOCUMENT.....	21
B. CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING SESSION	22
C. TAX CLEARANCE CERTIFICATE REQUIREMENTS	23
D. COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS	24
E. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION.....	25
F. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE	26
G. WORKMEN'S COMPENSATION	27
H. PROOF OF PROFESSIONAL INDEMNITY INSURANCE	28
I. AUDITED ANNUAL FINANCIAL STATEMENTS STATEMENTS.....	29
J. CERTIFIED COPY OF SOUTH AFRICAN GEOMATICS COUNCIL (SAGC) CERTIFICATE	30
K. CERTIFIED COPY SOUTH AFRICAN COUNCIL FOR PLANNERS (SACPLAN) CERTIFICATE.....	31
L. CERTIFIED COPY ENVIRONMENTAL ASSESSMENT PRACTITIONERS ASSOCIATION OF SOUTH AFRICA (EAPASA) CERTIFICATE	32
RETURNABLE SCHEDULE DOCUMENTS	34
M. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	34
N. SUPPORTING DOCUMENTS FOR PREFERENTIAL PROCUREMENT GOALS POINTS.....	41
O. DECLARATION OF INTEREST	42
P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	46
Q. CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	48
R. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	50
S. AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993.....	52
T. RECORD OF ADDENDA TO TENDER DOCUMENTS	55
U. CERTIFICATE OF AUTHORITY SIGN DOCUMENTS	56
V. AMENDMENTS OR QUALIFICATIONS BY TENDERER.....	57
7. FUNCTIONALITY	58
7.1 REGISTERED LAND SURVEYOR	60
7.2 REGISTERED PROFESSIONAL TOWN PLANNER.....	61
7.2 REGISTERED ENVIRONMENTALIST	62
7.3 METHODOLOGY AND APPROACH	63

1. NOTICE



UMLALAZI MUNICIPALITY

INVITATION FOR THE SUBMISSION OF TENDERS

Tenderers are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with uMlalazi Supply Chain Management Policy to undertake the following:-

TENDER DESCRIPTION	TENDER NUMBER	COMPULSORY BRIEFING SESSION DETAILS	CLOSING DATE AND TIME	FUNCTIONALITY
Three- Year Panel of Land Surveyors, Town Planners and Environmentalists for Municipal Subdivisions	KZN ULM 09/26/27	08 September 2026 at 11 KV Challenor Street, Eshowe at 10h00	22 September 2026 at 11 KV Challenor Street, Eshowe at 12h00	• Registered Land Surveyor with relevant experience =25 • Registered professional Town Planner with relevant experience = 25 • Registered environmentalist with relevant experience = 25 • Methodology = 25

ELIGIBILITY TO TENDER: Service Providers with Land Surveyors, Town Planners and Environmentalists registered with South African Geomatics Council (SAGC), South African Council for Planners (SACPLAN) and Environmental Assessment Practitioners Association of South Africa (EAPASA), respectively, to submit tenders.

Sealed tenders endorsed **tender number and description** must reach the Municipal Manager, uMlalazi Municipality, and must be hand delivered and placed in the Tender Box at the Municipal Buildings, KV Challenor Street, Eshowe by no later than 12h00 on the above stipulated dates.

This tender will be evaluated based on returnable documents and functionality. Tenderers to note that selected specific goals in line with uMlalazi Municipality SCM policy as per MBD 6.1 will be applicable and determined on each project during projects appointment stage, where 80/20-point system shall apply.

Registration on the Councils Database is preferred prior to the submission and closing of the tender. It is the responsibility of the Tenderer to ensure that the Data Base registration documents are received by the Supply Chain Management Office. Further information in this regard can be obtained from the Supply Chain Management Unit on 035 – 473 3300 ext. 3445. Tenderers are requested to register on Central Supplier Database (CSD)

Tender documents are available on E-Tenders Portal at no cost. The purchased tender documents must be collected **at the Municipal offices Financial Services Revenue Section, Hutchinson Street, Eshowe on Monday to Fridays from 08:30 to 14:30. Tender Documents will be available from 24 August 2026 up to 07 September**

2026 at a non-refundable cost of R1000.00. EFT payments will be accepted and must be made on or before 16:00 pm on the last day of purchasing tender document. Payment may be deposited to uMlalazi Municipality as per the following banking details; First National Bank; Account Number 52191090523, Branch 220230, use company name as reference. **Proof of payment will be required to receive tender document.**

Compulsory briefing session: Prospective tenderers must ensure that they are present at the briefing session at the stipulated time. Only 15 minutes lenience will be permitted whereafter further participation will be prohibited.

Late, electronic mailed, electronic filling/completing of tender document, computer edited or altered tenders will NOT be accepted. Canvassing in the gift of Municipality is strictly prohibited and will lead to disqualification of tenders. Umlalazi Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole/ part of the bid. For further information or clarities contact Mr. Mthokozisi Ngubane on 035 473 3390 during normal office hours.

MR. N.N. SHANDU

MUNICIPAL MANAGER

Display date: 20 August 2026

Notice Number: 17/26/27

Definitions

The following terms shall be interpreted as indicated:

- (i) **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- (ii) **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (iii) **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iv) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (v) **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (vi) **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (vii) **“Day”** means calendar day.
- (viii) **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- (ix) **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- (x) **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (xi) **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (xii) **”Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable, events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (xiii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (xiv) **“GCC”** means the General Conditions of Contract.

- (xv) “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (xvi) “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (xvii) “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- (xviii) “**Project site,**” where applicable, means the place indicated in bidding documents.
- (xix) “**Municipality or Client**” means the organization purchasing the goods and services.
- (xx) “**Republic**” means the Republic of South Africa.
- (xxi) “**SCC**” means the Special Conditions of Contract.
- (xxii) “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- (xxiii) “**Written**” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- (xxiv) “**Certified copy**” means true and accurate representation of original by an authorized person (Not a copy of a certified copy).
- (xxv) “**Returnable documents**” refers to listed documents to be submitted together with the bid document including forms to be completed by the bidder.
- (xxvi) “**Returnable Schedule documents**” refers to forms or parts of the bid document within the returnable documents that require to be completed by bidder or stated input from the bidder.

2. INSTRUCTIONS AND CONDITIONS OF TENDER

2.1 ELIGIBILITY TO TENDER

Service Providers with Land Surveyors, Town Planners and Environmentalists registered with South African Geomatics Council (SAGC), South African Council for Planners (SACPLAN) and Environmental Assessment Practitioners Association of South Africa (EAPASA), respectively, to submit tenders.

2.2 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **“THREE-YEAR PANEL OF LAND SURVEYORS, TOWN PLANNERS AND ENVIRONMENTALISTS FOR MUNICIPAL SUBDIVISIONS”** must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (industrial Area), by no later than 12:00 pm on the date as per advert where they will be opened in public. NB: Late tenders, telegraphic or facsimile tenders will not be considered.

2.3 COMPLETION OF TENDER DOCUMENT

- 2.3.1** Tender document must be duly completed in very manner and all required returnable documentation must be furnished as specified in this bid.
- 2.3.2** Fraudulent practice will result in the disqualification of the bid and any further corrective actions that may be required.
- 2.3.3** Forms in this tender document must be completed and signed.
- 2.3.4** All pages allocated signing spaces must be signed.
- 2.3.5** Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the project in accordance with the tender documents.

2.4 AUTHORITY FOR SIGNING

Authority to sign the documents on behalf of the tenderer must be submitted with the tender and remain in force unless replacement submission is made and accepted by the municipality.

2.5 ACCEPTANCE OF TENDERS

- 2.5.1.** The Bidder or a competent authorised representative of the Professional Service Provider who submitted the tender has attended the compulsory briefing meeting (if applicable to this tender).
- 2.5.2.** The tender offer is signed by a person authorised to sign on behalf of the Bidder.
- 2.5.3.** A Bidder who submitted a tender as a Joint Venture if accepted in the bid document, must include an acceptable Joint Venture Agreement in this bid.
- 2.5.4.** Acceptance of the tender will not guarantee that the programme, methods and other details will be approved. Municipality may consider reviewing such prior entering into a contract agreement.
- 2.5.5.** The Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.

- 2.5.6. The uMlalazi Municipality will not be held responsible for any cost incurred for submitting this tender.
- 2.5.7. Failure to comply with the foregoing instructions may lead to the tender not being considered.
- 2.5.8. When the bid is accepted, the successful tenderer will be informed and the contract negotiated indicating the financial implications and terms of service will be entered into.
- 2.5.9. **In terms of Section 38 of the Supply Chain Management Policy the Municipality reserves the right to reject any Bid:**
- (i) If any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
 - (ii) Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Service Provider that performance was unsatisfactory.
- 2.5.10. Late tenders, electronic mailed and computer edited or altered tenders will **NOT** be accepted.
- 2.5.11. Corrupt practices of any kind such as canvassing in gift of Municipality is strictly prohibited and will lead to disqualification of the bid.
- 2.5.12. Registration on the Councils Database shall be mandatory to the successful bidder. This will apply on final award of this tender.

2.6 LIST OF COMPULSORY RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER

Returnable documents instructions:		
(i) Bidders are required to submit all returnable documents listed in this bid on item 2.6 and to take note of each remarks made to weigh compliance with the critical requirements of this bid. (ii) All returnable schedule documents must be fully completed and signed. (iii) Bidders are required sign each page of returnable documents on the space provided as an acknowledgment of requested documentation. (iv) All pages with allocated signatory space on the bottom must be signed. (v) Proof of purchase of tender documents is required from bidders who purchased the tender document directly from municipality only. (vi) Bidders to take note of returnable and schedule documents which applies based on submitted tender price. The following returnable documents are compulsory if the tender price is 10 million or above. a. Audited annual financial statements if offer is above R10 Million b. MBD5 Declaration for procurement above R10 Million (All applicable taxes included)		
Item	Description	Remark
A.	Proof of purchase of tender document (if document was purchased only)	Compulsory if applicable
B.	Proof of attendance to Compulsory Briefing session	Compulsory
C.	Valid tax clearance certificate (original) valid as at date of tender closing	Compulsory
D.	Company / CC /Trust / Partnership / Registration certificates and Certified copies of	Compulsory

	identity document of Directors / Owners / Members / Shareholders, Joint Venture Agreement and Power of Attorney in case of Joint Ventures	
E.	Proof of registration with CSD	Compulsory
F.	Rates Clearance Certificate	Compulsory
G.	Proof of Workman's Compensation Registration	Compulsory
H.	Proof of professional indemnity insurance	Compulsory
I.	Audited annual financial statements if offer is above R10 Million	Compulsory, If Applicable
J.	Certified copy of South African Geomatics Council (SAGC) Certificate	Compulsory
K.	Certified copy South African Council for Planners (SACPLAN) Certificate	Compulsory
L.	Certified copy Environmental Assessment Practitioners Association of South Africa (EAPASA) Certificate	Compulsory
RETURNABLE SCHEDULE DOCUMENTS		
M.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
N.	Supporting documents for preferential procurement for goals points (refer to MBD 6.1) table 1	Further evaluation
O.	Declaration of interest	Compulsory
P.	Declaration of Bidders past Supply Chain Management practices	Compulsory
Q.	Certificate of Independent Bid Determination	Compulsory
R.	MBD5 Declaration for procurement above R10 Million (All applicable taxes included)	Compulsory, If Applicable
S.	Agreement in terms of section 37(2) of the occupational health and safety act no 85 of 1993.	For contract purposes
T.	Record of addenda to tender document	Compulsory
U.	Certificate of authority to sign documents	Compulsory
V.	Amendments or qualifications by the tenderer if applicable	Compulsory

2.7. EVALUATION METHOD

- 2.7.1. Eligibility to tender only if it is applicable and specified in the bid.
- 2.7.2. Compliance with completion of tender document as per item 2.3 in this bid document.
- 2.7.3. Compulsory returnable documents.
- 2.7.4. Functionality (as per criteria on **item 9** in this bid document) if it is applicable in this bid.
- 2.7.5. Price and preferential procurement system as specified in the bid.

2.8. VALIDITY PERIOD

N/A

2.9. COMPETENCE OF KEY PERSONNEL AND QUALITY

- 2.9.1. To carry out and complete work the Professional Service Provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract "no substitution without municipality's written approval will be allowed"

- 2.9.2. Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.

2.10. LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY

The administrative center of uMlalazi Local Municipality (KZN284) (Eshowe) is situated along the north eastern coast of Kwa Zulu Natal, 140km north east of Durban. Umlalazi municipality is located within King Cetshwayo District. Geographically, the municipal area covers 2 217km² and consist of 28 electoral wards with dominance of rural wards, and there are 14 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

2.11. INSPECTION

The successful tenderer must be acquainted with uMlalazi Municipality area. The service provider must make his own arrangements to familiarize themselves with area of work

2.12. AMENDMENTS UPWARD OF TENDERED PRICE

- 2.12.1. Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Municipality as a reason to amend the said tendered price.
- 2.12.2. Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

2.13. COST OF TENDER

The Municipality does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer's account.

2.14. ALTERNATIVE

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or documents describing such alternative must be in duplicate.

2.15. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

2.16. OTHER GENERAL TERMS AND CONDITIONS OF THIS BID

- 2.16.1. Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.
- 2.16.2. Project personnel requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.
- 2.16.3. All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.
- 2.16.4. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the uMlalazi Local Municipality except where duly authorized to do so in writing by the uMlalazi Local Municipality.
- 2.16.5. The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of uMlalazi Local Municipality.

2.17. CONTRACT AGREEMENT/SERVICE LEVEL AGREEMENT

- 2.17.1. The successful Service Provider shall sign a Service Level Agreement/ Contract with the Municipality.
- 2.17.2. Project specific Service Level Agreement will be signed once a project is awarded.
- 2.17.3. Draft contract or service level agreement is included in this document for tendering purposes.

3. SPECIFICATIONS OF TENDERS

3.1 BACKGROUND

Umlalazi Local Municipality hereby invites proposals from credible and registered Professional Land Surveyors, Town Planners and Environmental Practitioners to be appointed to a panel of service providers for a period of three (3) years.

The purpose of establishing the panel is to enable the Municipality to appoint suitably qualified professionals to provide Land Surveying, Town Planning, and Environmental Services on an as-and-when-required basis.

Interested and suitably qualified service providers are therefore invited to submit proposals to be considered for appointment to the panel.

3.2 BRIEF / SCOPE OF SERVICES

The appointed service providers will be required to demonstrate sound project management and programme management skills to ensure effective service delivery and timeous completion of assignments.

3.3 Land Surveying Services

3.3.1 The scope of work includes but not limited to:

- a) Subdivision applications
- b) Consolidation applications
- c) Relocation of survey pegs
- d) Tachometric / Topographic surveys
- e) Survey diagrams and general plans where applicable
- f) Surveyor General submissions and approvals

3.4 Town Planning Services

The scope of work includes but not limited to:

- a) Township Establishment Applications
- b) Rezoning Applications
- c) Consent Use Applications
- d) Removal, amendment or suspension of restrictive title conditions

- e) Subdivision and consolidation planning approvals
- f) Land development applications in terms of applicable legislation

3.5 Environmental Services

The scope of work includes but not limited to:

- a) Environmental Impact Assessments (EIA)
- b) Basic Assessment Reports
- c) Environmental Authorisation Applications
- d) Environmental Management Plans (EMPs)
- e) Environmental Screening and Compliance Reports

4. PROFESSIONAL REGISTRATION REQUIREMENTS

Service providers must demonstrate registration with the following relevant professional bodies where applicable:

Professional Land Surveyors: Registration with the South African Geomatics Council (SAGC)

Professional Town Planners: Registration with the South African Council for Planners (SACPLAN)

Environmental Practitioners: Registration with the Environmental Assessment Practitioners Association of South Africa (EAPASA) or relevant recognised body

Proof of valid registration must be included in the proposal.

6. TRANSFER OF SKILLS

- 7.1. Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred to are limited to **four (4) officials** nominated by employer on the commencement meeting.
- 7.2. Successful Consultant to submit proposed skills transfer strategy on the project as requirement of this tender.
- 7.3. This schedules shall be read together with skill transfer clause of this contract. The uMlalazi Municipality is striving to capacitate its technical personnel in relation to provision of this service.
- 7.4. The consultant must ensure that skills are transferred during execution of the project and Skill transfer shall be offered within the tendered price.

7.4.1. Skills transfer aspects:

- (i) Planning and studies: gathering of all information and data analysis.
- (ii) Preliminary designs and design development: ensure participation in data application, design calculations, understanding of design standards and preparation of drawings.
- (iii) Procurement / Tendering stage – Participate in preparation of tender document and understanding of all applicable standards and specification including preparation of bill of quantities.
- (iv) Contract administrations

7.5. The following conditions also apply:

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.
- (iii) Editable version documents will be produced and left with the municipality for future use.
- (iv) Only professional registered person be used to transfer skills.
- (v) Prior arrangements be made municipality nominated personnel to ensure his/her availability.

8. MONITORING, REPORTING REQUIREMENTS AND PERFORMANCE MANAGEMENT

8.1. Monitoring, reporting requirements and performance includes but not limited to:

8.1.1. This Contract will be monitored on monthly basis and performance/ progress report will be required to be submitted as a supporting document to service provider's invoice where required by municipality:

8.1.2. Service provider to:

- (i) Submit, written reports on the project progress as per the agreed reporting requirements.
- (ii) Be available to present progress reports during the contract.

8.1.3. The Municipality reserves the right to introduce or put in place additional performance measures as and when required, as deemed necessary during contract administration.

8.2. **Format of communication** - All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per

facsimile or in electronic format (e-mail). All plans and contract documents submitted for approval shall be in hardcopy format.

8.3. **MANAGEMENT MEETINGS**

- (i) To be able to manage the contract, the Employer and Service Provider will have various meetings, to proactively and jointly manage and minimise adverse risks during execution of the contract. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature and special meeting may be convened and chaired by the Employer or *Employer's Agent* after appointment:
- (iii) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

8.3.1. **Professional Service Provider's key persons:**

The Service Provider shall at all times maintain the involvement of the key personnel as the exigencies of this contract require.

The service provider must supply key staff throughout the duration of the contract:

8.3.1.1. **Project Leader/ Project Manager:**

Project Leader will ultimately be responsible for all works undertaken on this contract and as such shall at a minimum be expected to do the following:

- (i) be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer.
- (ii) review, approve and sign all reports being submitted
- (iii) attend all start-up meetings, site inspections and design discussion meetings.
- (iv) attend all Supply Chain meetings .
- (v) attend all site clarification meetings

8.3.1.2. **The Designer:**

The project designer shall be the technical expert for this appointment and as such shall at a minimum be expected to do the following:

- (i) Review, approve and sign design related reports and drawings being submitted
- (ii) Attend all start-up meetings, site inspections and design discussion meetings
- (iii) Carry out all detailed visual assessments.
- (iv) Inspect trial pits and trial trenches on site during investigations.
- (v) Attend Supply chain meetings.
- (vi) Attend Site clarification Meetings.
- (vii) Advise on technical issues during construction contracts.

9. CLOSE OUT REPORT PROCESS

- a) Inspect and verify the rectification of defects.
- b) Receive, comment and approve relevant payment valuations and completion certificates.
- c) Prepare and/ or procure as-built drawings and documentation.
- d) Conclude the final accounts where relevant.

4. PRICING DATA AND PAYMENT CONDITIONS AND PENALIES.

4.1. Pricing Instruction Projects (during submission of quotations)

- 4.1.1. The offer or price shall be subjected to negotiation, not exceeding the applicable rates as determined by a regulatory body. Should consensus is not reached on negotiations, municipality reserves a right to move to the next service provider.
- 4.1.2. The fees shall be paid in line with the relevant regulatory body guidelines breakdown in terms of percentage of project phases.
- 4.1.3. **The offer will be all inclusive** of disbursement or and additional services that will be determined on each project to be allocated. ***No additional services or disbursement will be paid except where not those not included in the pricing schedule.***
- 4.1.4. It is the responsibility of the Consultant to establish triggered additional services that are stated in the pricing schedule or form of offer prior submitting the bid.
- 4.1.5. Tenderers to submit tender prices in accordance with the description, requirements of each project specifications issued by the Municipality. **The price must be unconditional.**
- 4.1.6. Normal fees will be adjusted to actual project costs after contractor's appointment and final project costs is determined.
- 4.1.7. Recoverable costs will not be subjected to actual project costs or change of project size.
- 4.1.8. All prices quoted shall be inclusive of Value Added Tax (VAT) if the contractor is registered as vat vendor.
- 4.1.9. Prices quoted must include complete delivery of services including level of construction monitoring stated in specification.
- 4.1.10. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors

4.2. Criteria For Allocation Of Projects

- 4.2.1. Appointment will be subject to competitive bidding on rotation basis amongst service providers in the panel.
- 4.2.2. If it is impractical to follow competitive bidding, allocation of projects will be on rotation basis amongst appointed service providers subject to ability to deliver within specified timeframe as determined by the municipality from time to time.

- 4.2.3. During the panel period certain returnable documents will be requested as needed to verify validly or compliance.
- 4.2.4. Further functionality specific to the project may apply as attributed by project complexity.
- 4.2.5. The rotation will cut across all categories of projects such subdivision, rezoning, environmental impact assessment, etc.
- 4.2.6. The municipality will award projects at an amount negotiated with a Consultant based on SACPLAN, EAPASA AND SGC fee guidelines .
- 4.2.7. The negotiated offer must be accepted in writing by the Municipality and be clearly outlined in the Service Level Agreement specific to the project.

4.3. Payment Instruction

- 4.3.1. Payment will not be made for work or services performed that fall outside the ambit of the contract and approved **Contract Price**, all variation orders must be approved in writing by a person authorized to do so.
- 4.3.2. Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the Contractor's financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.
- 4.3.3. Where applicable progress payment claims shall be submitted in the same format, accompanied by an original tax invoice.
- 4.3.4. All provisional sums items provided in the pricing schedule are for purposes of tender evaluation or are estimates, claims will be based on actual costs incurred for work done
- 4.3.5. The Service Provider is obliged to submit the invoice together with a signed monthly reports, travel log books, job card or municipal time sheet (whichever is applicable) and job card/time sheet must be properly filled and reflect worked hours / quantity of work done, site name etc. Failing which no work shall be certified for payment.
- 4.3.6. Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.
- 4.3.7. In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.

- 4.3.8. The municipality is not obliged to pay for incomplete delivered services. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, the entire invoice amount shall be withheld, until the dispute is resolved. The undisputed portion may be paid on municipality's discretion subjected to nature and conditions of services and submission of the revised invoice amount as such payment may render the contract irregular.
- 4.3.9. Invoice will be only be certified for payment once complete services has been delivered, and the municipality accepts no incomplete consultancy services.

4.1. Penalties

- 4.1.1. If the service provider fails to perform any or all services within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the Price of due service, a penalty of **10%** of the overall current invoice amount for the delayed goods/ services/work. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.
- 4.1.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 4.1.3. Failure to deliver the goods or service within the period(s) specified in the contract is as a result of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.
- 4.1.4. Notwithstanding the provisions of **penalties and termination Clause**, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

5. FORM OF ACCEPTANCE

Contract No: KZN ULM 09/26/27

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderers Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tender'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.

Signature : _____

Name (in capitals) : **MR NN SHANDU**

Capacity : **MUNICIPAL MANAGER**

Name of Employer : **uMLALAZI MUNICIPALITY**

Address : **P.O BOX 37**
ESHOWE
3815

Witness Signature : _____

Name (in capitals) : _____

Date : _____

6. RETURNABLE AND SCHEDULE DOCUMENTS

Notes

- (i) Bidders are required to submit all returnable documents listed in this bid on item 2.6 and to take note of each remarks made to weigh compliance with the critical requirements of this bid.
- (ii) All returnable schedule documents must be fully completed and signed.
- (iii) Bidders are required sign each page of returnable documents on the space provided as an acknowledgment of requested documentation.
- (iv) All pages with allocated signatory space on the bottom must be signed.
- (v) Proof of purchase of tender documents is required from bidders who purchased the tender document directly from municipality **only**.
- (vi) Bidders to take note of returnable and schedule documents which applies based on submitted tender price. The following returnable documents are compulsory if the tender price is **10 million or above**.
 - a. Audited annual financial statements if offer is above R10 Million.
 - b. MBD5 Declaration for procurement above R10 Million (All applicable taxes included)

SIGNED ON BEHALF OF TENDERER :

A. PROOF OF PURCHASE OF TENDER DOCUMENT

(Applicable to purchased tender documents only)

ATTACH RECIEPT TO THIS PAGE

SIGNED ON BEHALF OF TENDERER :

B. CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING SESSION

PROJECT NAME: Three- Year Panel of Land Surveyors, Town Planners and Environmentalists for Municipal subdivisions

(Please print)

It is hereby CERTIFIED that I, *(name)* in my
capacity as.....and a duly authorized
representative of..... (the TENDERER)
of (address).....
in the company of.....(the Municipality)
attended the official briefing session on(date)
for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer or Municipal official.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity:Date and Time:

Municipality Date Stamp

C. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full, the attached form TCC 001. 'Application for Tax Clearance Certificate' and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance will not be acceptable.
4. In bids where Consortia/Joint Ventures/ Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

SIGNED ON BEHALF OF TENDERER:

D. COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of all directors. NB: “Certified copy” means true and accurate representation of original by an authorized person (Not a copy of a certified copy). Originally certified copy must not be older than six months. Copy of a certified copy will not be considered.

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

E. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

***NOTE:** attach full summary of CSD report*

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

F. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the uMlalazi Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that my **company's municipal rates and taxes are paid up to date and the following is attached:**

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate ; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

Attach proof to this page in terms of the above

SIGNED ON BEHALF OF TENDERER:

G. WORKMEN'S COMPENSATION

Attach valid proof of good standing with Compensation for Occupational Injuries and Diseases Act (COIDA)

SIGNED ON BEHALF OF TENDERER :

H. PROOF OF PROFESSIONAL INDEMNITY INSURANCE

Attach proof of valid professional indemnity insurance.

SIGNED ON BEHALF OF TENDERER :

I. AUDITED ANNUAL FINANCIAL STATEMENTS STATEMENTS

(Attach AFS TO THIS PAGE)

SIGNED ON BEHALF OF TENDERER:

**J. CERTIFIED COPY OF SOUTH AFRICAN GEOMATICS COUNCIL (SAGC)
CERTIFICATE**

(Attach Certified copy to this page)

SIGNED ON BEHALF OF TENDERER:

**K. CERTIFIED COPY SOUTH AFRICAN COUNCIL FOR PLANNERS (SACPLAN)
CERTIFICATE**

(Attach Certified copy to this page)

SIGNED ON BEHALF OF TENDERER:

**L. CERTIFIED COPY ENVIRONMENTAL ASSESSMENT PRACTITIONERS ASSOCIATION
OF SOUTH AFRICA (EAPASA) CERTIFICATE**

(Attach Certified copy to this page)

SIGNED ON BEHALF OF TENDERER:

SIGNED ON BEHALF OF TENDERER:

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

Where

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

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals will be applied in in terms of section 2(1)(a)(i) of the municipal supply chain policy to advance targeted groups as follows:

- Youth
- Women
- People living with disabilities
- Local businesses & SMME's

5.2.1 SUMMARY TABLE FOR CALCULATION OF PRERERENTIAL POINTS FOR SPECIFIC GOALS

			<R50 Million	>R50 Million
NO.	Categories	Weight	80 20	90 10
1	Ownership Goals	50%	10	5
2	Empowerment Goals	20%	4	2
3	Reconstruction & Development Programme Goals	20%	4	2
4	Other Goals (Specify)	10%	2	1
		100%	20	10

5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Ownership Categories :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	10	5	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	60%	6	3	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	20%	2	1	Sworn Affidavit - QSE/EME General
2	Broad Based Black Economic Empowerment :				
	BBBEE Level 1	100%	10	5	BBBEE Certificate
	BBBEE Level 2	60%	6	3	BBBEE Certificate
	BBBEE Level 3 & Below	20%	2	1	BBBEE Certificate
3	Ownership %				
a)	Women Ownership(*Must be South African)				
	ownership - 100% : Black (Youth , Women , Disabled People ,Military Veterans)	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - > 51% : Black (Youth , Women , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 25% - 50% : Black (Youth , Women , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 100% : White (Youth , Women , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
b)	Men Ownership(*Must be South African)				
	Men ownership - 100% : Black (Youth , Men , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - > 51% : Black (Youth , Men , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - 25% - 50% : Black (Youth , Men , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
4	Youth Development : (Below 35 Years)				
	Youth ownership - 100% : Black	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - > 51% : Black	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 25% - 50% : Black	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 100% : White	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.3 SPECIFIC GOAL NO.2 –EMPOWERMENT CATEGORY

#	Specific Goal(s)	Weight	80 20	90 10	Verification
	Sub-Contracting :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
2	Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.				
	1. Enterprise 100% owned by Youth	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	1. Enterprise 100% owned by Disabled People	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	1. Enterprise 100% owned by Women	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	2. Enterprise owned by Black People with CIDB Grading 4 or Less	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise 100% owned by Military Veteran	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise owned by Black Men with at least 51%	50%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Reconstruction and Development :				
1	Promotion of Local Business(s)				
	1. Enterprise Located within the uMlalazi Local Municipality	100%	4	2	Utilities : Directors or Co. Affidavit Existing Lease Agreement /councilor or Induna letters
	2. Enterprise Located within the King Cetshwayo District Municipality	50%	2	1	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the Province	25%	1	0,5	Utilities : Directors or Co. Affidavit Existing Lease Agreement
2	SMME Development (EME and QSE)				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
3.	Job Creation and Community upliftment				

	1.Community upliftment project (e.g. housing , schools ,infra donations etc.) equal to at least 0.5% of project Value	100%	4	2	Bidder to propose
4	2. Creation of Jobs /Labour intensive activities	100%	4	2	Bidder to propose

SPECIFIC GOAL NO 4 – OTHER GOALS

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Other Categories :				
1	Combination of any other goals				
	User departments may combine any specific goals under categories 1,2 and 3 above in a manner that will help evaluate and apply preference points to the tender	100%	2	1	--Relevant Verification Documentation--

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	N/A		N/A	

NB: Tenderers to note that selected specific goals in line with uMlalazi Municipality SCM policy as per MBD 6.1 will be applicable and determined on each project during projects appointment stage, where 80/20-point system shall apply.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the Service Provider 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) SURNAME AND NAME:..... DATE:..... ADDRESS:.....

**N. SUPPORTING DOCUMENTS FOR PREFERENTIAL PROCUREMENT GOALS
POINTS**

ATTACH

Documents required for verification of specific goals indicated on **table 1** of the preferential procurement points for specific goals (form MBD 6.)

SIGNED ON BEHALF OF TENDERER:

O. DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Municipality of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

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:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars:

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1. If so, furnish particulars:

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1. If so, furnish particulars:

.....
.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS
 CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
 PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
 DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

- 1 This Standard Bidding Document must form part of all bids invited. V
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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

Q. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

uMlalazi 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 or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....
Signature

.....
Date

.....
Position Name of Bidder

References

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

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

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

R. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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 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? YES/NO

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.

.....
.....
.....
.....

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

3.1 If yes, furnish particulars

.....
.....
.....
.....

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

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.

Name of Bidder:

Position:

Date:

Signature:

S. AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between UMLALAZI LOCAL MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by:

in his capacity as:

And

Company Name:

(hereinafter called the **SERVICE PROVIDER**) of the other part, herein represented by:

.....

in his capacity as: duly authorized to sign on behalf of the Service Provider.

WHEREAS the service provider is the Mandatary of the EMPLOYER in consequence of an agreement between the SERVICE PROVIDER and the EMPLOYER in respect of

CONTRACT No: (CONTRACT TITLE)

..... for the executing the services as per scope of works in this contract;

AND WHEREAS the EMPLOYER and the Service Provider have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:.....

NOW THEREFORE the parties agree as follows:

1. The Service Provider undertakes to acquaint the appropriate officials and employees of the Service provider with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The SERVICE PROVIDER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SERVICE PROVIDER , his officials and employees. The SERVICE

PROVIDER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The SERVICE PROVIDER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the SERVICE PROVIDER expressly absolves the EMPLOYER and the Employer's agent from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract, and I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.
4. The Service Provider agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Service Provider has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Service Provider , or to take such steps it may deem necessary to remedy the default of the Service Provider at the cost of the Service Provider .
5. The Service Provider shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATARY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF UMLALAZI MUNICIPALITY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
-------------	------------------	-------------

T. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer.

No.	Date	Title or Details
1		
2		
3		
4		
5		

Compulsory Note:

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME:

POSITION:

SIGNATURE:

DATE:

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

U. CERTIFICATE OF AUTHORITY SIGN DOCUMENTS

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

AFFIDAVIT

I _____ the undersigned hereby declare that by
resolution dated _____ I am authorized to sign these documents
on behalf of _____

SIGNED AT **THIS** **DAY OF** **20**_____

WITNESS

TENDERER

V. AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

NB: An amendment must leave the original document substantially intact.

SIGNED ON BEHALF OF TENDERER:

7. FUNCTIONALITY

Note: the bidder must achieve minimum of 60 % (60 Points) in functionality. The Table below reflects evaluation functionality components and the overall weighting on each component of the functionality are as follows:

7.1 REGISTERED LAND SURVEYOR			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Excellent (Points = 25)	Eight (8) years or more relevant professional experience with National Diploma/ Degree in Land Surveying	25	Attach CV with traceable references, certified copies of academic qualifications and Professional certificate with SGC (certification must not be older than three months).
Good (Points = 15)	Four (4) to Seven (7) years relevant professional experience with relevant National Diploma/Degree in Land Surveying		
Satisfactory (Points = 5)	One (1) to three (3) years relevant professional experience with qualification in Land Surveying		
7.2 REGISTERED PROFESSIONAL TOWN PLANNER			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Very Good (Points = 25)	Eight (8) years or more relevant professional experience with National Diploma/ Degree in Land Surveying	25	Attach CV with traceable references, certified copies of academic qualification and Professional certificate with SACPLAN (certification must not be older than three months).
Good (Points = 15)	Four (4) to Seven (7) years relevant professional experience with relevant National Diploma/Degree in Land Surveying		
Marginal (Points = 5)	One (1) to three (3) years relevant professional experience with qualification in Land Surveying		
7.3 REGISTERED ENVIRONMENTALIST			
Very Good (Points = 25)	Eight (8) years or more relevant professional experience with National Diploma/ Degree in Land Surveying	25	Attach CV with traceable references, certified copies of academic qualification and Professional certificate with EAPASA (certification must not be older than three months).
Good (Points = 15)	Four (4) to Seven (7) years relevant professional experience with relevant National Diploma/Degree in Land Surveying.		
Marginal (Points = 5)	One (1) to three (3) years relevant professional experience with a qualification in Land Surveying.		
8 METHODOLOGY / APPROACH PAPER			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method

The approach paper must respond to the scope of work with specific reference to sourcing of grant funding for municipal infrastructure projects. The approach paper should articulate and demonstrate bidder's understanding of undertaking projects series of activities (as per scope of work) in sequence order.

The Tenderer must as such explain his/her understanding of the objectives and deliverables of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources to meet the requirements.

Excellent (Points = 25)	Besides meeting the "good" rating, important issues are approached in an innovative and efficient way, indicating that the tenderer has a clear understanding and knowledge of state-of-the-art approaches. The methodology / approach paper details ways to improve the assignment's deliverables	25	Attach proposed methodologies aligned with the scope of works as outlined in the bid description and scope
Good (Points = 15)	The methodology and approach are specifically tailored to address the specific assignment's objectives, deliverables and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the assignment		
Satisfactory (Points = 5)	The methodology and approach are reasonably aligned with the assignment's objectives and deliverables. The approach deals somewhat with the characteristics of the assignment.		
Marginal (Points = 3)	The methodology and approach are generic and not tailored to address the specific assignment's objectives, deliverables and requirements. The approach does not adequately deal with the critical characteristics of the assignment. The quality plan is too generic.		
Poor (Points = 0)	The methodology and approach are poor/are unlikely to satisfy project objectives, deliverables or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the assignment.		
OVERALL TOTAL (be adjusted to 100 points)		100	

7.1 REGISTERED LAND SURVEYOR

Attach CV and certified copy of professional registration certificates and academic qualifications

SIGNED OF TENDERER:

7.2 REGISTERED PROFESSIONAL TOWN PLANNER

Attach CV and certified copy of professional registration certificates and academic qualifications

SIGNED ON BEHALF OF TENDERER:

7.2 REGISTERED ENVIRONMENTALIST

Attach CV and certified copy of professional registration certificates and academic qualifications

SIGNED ON BEHALF OF TENDERER:

7.3 METHODOLOGY AND APPROACH

Attach proposed methodologies aligned with the scope of works as outlined in the bid description and scope

SIGNED ON BEHALF OF TENDERER: