

KUMKANI MHLONTLO LOCAL MUNICIPALITY

96 LG Mabindla street
Qumbu
5180
Eastern Cape

PO Box 31
Qumbu
5180



(047) 553 7000
(047) 553 0189
www.mhlontloim.gov.za
info@mhlontloim.gov.za

PROVISSION OF MULTI-DISCIPLINARY PROFESSIONAL CONSULTING TEAM LED BY AN ARCHITECT FOR THE REHABILITATION, REFURBISHMENT, REDESIGN, UPGRADING OF THE FIRE-DAMAGED MUNICIPAL BUILDING IN QUMBU AND PROVISSION OF OFFICE FURNITURE.

EQT-AU-KMHLM-2026/27

TENDERER:

ADVERT DATE: 02/10/2026

COMPULSORY BRIEFING: 14/10/2026 at 10h00 (NEW TOWN HALL)

CLOSING DATE & TIME: 17/11/2026 at 12h00

Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CSD No:
Tel. No:	E-mail Address:
Cell No:	Fax No:

Prepared BY:

**The Municipal Manager
KUMKANI MHLONTLO LOCAL
MUNICIPALITY
P O BOX 31
QUMBU
5180**

**PROVISION OF MULTI-DISCIPLINARY PROFESSIONAL CONSULTING TEAM LED BY AN ARCHITECT FOR THE
REHABILITATION, REFURBISHMENT, REDESIGN AND UPGRADING OF THE FIRE-DAMAGED MUNICIPAL
BUILDING IN QUMBU AND PROVISION OF OFFICE FURNITURE**

Kumkani Mhlontlo local Municipality intends to appoint a suitably qualified multi-disciplinary professional consulting team led by a Professional Architect to undertake the planning, rehabilitation, redesign, documentation, contract administration and close-out of the fire-damaged municipal building situated in Qumbu together with provision of relevant office furniture.

The objective is not merely to restore the building but to re-imagine the facility into a modern, efficient, safe and accessible municipal office that responds positively to its urban environment while improving operational efficiency and service delivery. Scope of work therefore shall include but not limited to, Design, Construction Monitoring, Provision Office Furniture and project Close-out. The project shall be implemented over a period of two year based on the availability of budget.

The Municipality expects innovative yet practical design solutions that maximize the value of the existing structure wherever technically feasible.

Bid documents with the necessary specifications/terms of reference may be obtained from e-tender after a **compulsory briefing session** at Kumkani Mhlontlo Local Municipal Offices on **14 October 2026 @ 10:00 am**. Briefing meeting shall be held at Kumkani Mhlontlo local Municipality in **New town hall**, L.G Mabindla Street, Qumbu ,5180, Telephone number 047 553 7000.

The bids/ Proposals will be evaluated on functionality as follows:

CRITERIA	Total Score	Required Evidence	SCORE
Expertise / Capacity: Project Team: Personnel to undertake projects. Bidders to attach CVs and Certificates for qualification of the team,with more than 5 years of experience after registration and a professio	45	Urban Designer (Postgraduate qualification from recognized university)	5
		Professional Architect (Pr.Arch)	5
		Professional Quantity Surveyor (Pr.QS)	5
		Professional Structural Engineer (Pr.Eng)	5
		Professional Civil Engineer (Pr.Eng)	5
		Professional Electrical Engineer (Pr.Eng)	5
		Professional Mechanical Engineer (Pr.Eng)	5
		Registered OHS Professional	5
		Social Facilitator	5

Experience- Building Works - relevant Bidders to attach appointment letters with completion certificates for building projects completed in the past 10 years to the value of building projects to the value of R20million. Office buildings exceeding R20 million completed over last 10 years	50	Five (5) appointment letters with certificates	50
		Four (4) appointment letters with certificates	40
		Three (3) appointment letters with certificates	30
		Two (2) appointment letters with certificates	
		One (1) appointment letter with certificates	10
Methodology- A detailed description on how the service will provided and full compliance with terms of reference. Risk and Quality Management	5	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	5
		Basic methodology with time frames	2,5
		Unclear methodology with no time frames	
Max-Possible points	100		100(MPS)

Bidders should score a minimum of 70% for functionality in order to be considered for further evaluation.

The 80/20 preference system will be used as per SCM policy, where 80 points will be for price and 20 for specific goals.

Specific Goals	Means of verification: NB: 100% ownership in order to claim full points	Points allocation
HDI -Equity ownership	the municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of ID COPY as a proof in order to claim points for specific goals	10
Youth-Enterprise 18-35 years (MLM)	the municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	2

Women-Equity ownership	the municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of ID COPY, CK and CSD as a proof in order to claim points for specific goals	2
Disability-Equity ownership	the municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy of MEDICAL CERTIFICATE and CSD as a proof in order to claim points for specific goals	2
Rural Enterprise	the municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of PROOF OF RESIDENCE AND CSD as a proof in order to claim points for specific goals	2
Military veterans	the municipality is going to use Stamped Confirmation letter from Office of Military Veterans as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	2

Failure to submit the following document(s) may render the bid null and void:

- A copy of Entity Registration Documents.
- Detailed Company Profile (with relevant experience)
- Certified ID Copy(ies) of Director(s) (not older than 3 months)
- Entity Tax Compliance Status PIN & Entity Tax Reference Number (in writing, either on the company profile or any entity document with a letterhead or as issued by SARS (With clear expiry dates)
- Declaration of Interest MBD4, MBD 8 and MBD 9
- Billing Clearance Certificate/ Statement of Municipal Accounts or Directors proof of residence from ward councilor for non-rates payers (not older than 3 months)
- Original Tender Document
- Joint Venture Agreement signed by all parties of the Joint Venture
- Completed data base registration form (if not currently registered with Nyandeni Local Municipality)
- In case of a joint venture (JV), Entity Tax Compliance Status PIN & Entity Tax Reference Number of both partners should be submitted as well as a JV agreement signed by both parties
- **Registration on the Central Supplier Database (CSD) is compulsory (proof of registration should be provided in writing).** (Not older than 3 months)
- **The provisions of Preferential Procurement Regulations 2017 will apply**
- Tenders submitted are to hold good for a period of **90 days**.

NB: ADDITIONAL COMPLIANCE REQUIREMENTS Failure to submit the following document(s) may render the bid null and void

ADDITIONAL REQUIREMENTS

Bidders shall also submit:

- SACAP registration of a director and has been in position for over 5 years
- ECSA, SACQSP registrations
- Urban designer qualifications
- Valid professional indemnity insurance
- Company organogram, Project methodology
- Detailed implementation programme
- Risk management, Quality Management Plan
- Health and Safety Strategy
- Local SMME and skills transfer proposal
- Curriculum vitae of all key personnel
- Proof of availability of key professionals for the duration of the project

Bids in a sealed envelope clearly marked **“BID NUMBER: EQT-AU-KMHLM-2026/27 and DESCRIPTION PROVISSION OF MULTI-DISCIPLINARY PROFESSIONAL CONSULTING TEAM LED BY AN ARCHITECT FOR THE REHABILITATION, REFURBISHMENT, REDESIGN, UPGRADING OF THE FIRE-DAMAGED MUNICIPAL BUILDING IN QUMBU AND PROVISSION OF OFFICE FURNITURE.”**

must be placed in the tender box at the reception, Kumkani Mhlontlo local Municipality, L.G Mabindla Street, Qumbu on or before **12:00 pm on 17th of November 2026** where after bids will be opened in public. No late, incomplete, facsimile or email bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Kumkani Mhlontlo local Municipality reserves the right to accept part or full bid.

For technical enquiries, please contact Mr. L. Ntaba (047) 553 7000 and/or Ms. Z. Petse at (047) 553 7000 during working hours.

For Supply Chain Management related enquiries, please contact the SCM Office at (047) 555 5039/36.

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Mr. X. Jikela
Acting Municipal Manager
Kumkani Mhlontlo local Municipality
LG Mabindla Street
Qumbu, 5180

ADDENDUM TO THE CONTRACT: PROTECTION OF PERSONAL INFORMATION

1.1. Processing limitations

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or on behalf of Kumkani Mhlontlo LM and will act as Kumkani Mhlontlo LM’s Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider

shall process the Personal Information only:

- 1.1.1.** On behalf of Kumkani Mhlontlo LM and in compliance with its instructions and this Agreement;
- 1.1.2.** For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Kumkani Mhlontlo LM in writing; and
- 1.1.3.** Service Provider shall treat the Personal Information that comes to its knowledge or into its possession as confidential and shall not disclose it without the prior written consent of Kumkani Mhlontlo LM.

1.2. Security measures

- 1.2.1.** Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

- (a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
- (b) Unlawful access to or processing of the Personal Information.

- 1.2.2.** Service Provider shall take reasonable measures to:

- (a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;
- (b) Establish and maintain appropriate safeguards against the risk identified;
- (c) Regularly verify that the safeguards are effectively implemented;
- (d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
- (e) Shall notify Kumkani Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

- 1.2.3.** Service Provider shall:

- (a) Have due regard to generally accepted information security practices and processes which may apply to it;

- (b) Comply with Kumkani Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Kumkani Mhlontlo LM undertakes to keep Service Provider informed from time to time; and
- (c) Within five (5) business days of a request from Kumkani Mhlontlo LM, Service Provider shall provide to Kumkani Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

1.3. Service Provider's general obligations with regards to Personal Information

1.3.1. In addition to the other obligations set out in this clause, Service Provider shall:

- (a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;
- (b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used by Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;
- (c) Deal promptly and properly with all reasonable inquiries from Kumkani Mhlontlo LM relating to its Processing of the Personal Information and provide to Kumkani Mhlontlo LM copies of the Personal Information in the format reasonably specified by Kumkani Mhlontlo LM;
- (d) Promptly inform Kumkani Mhlontlo LM of its inability to comply with Kumkani Mhlontlo LM's instructions and this clause, in which case Kumkani Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;
- (e) Provide Kumkani Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and
- (f) At the request of Kumkani Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

1.4. Notifications

1.4.1. Service Provider must notify Kumkani Mhlontlo LM in writing:

- (a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential consequences of the compromise, including, if known to Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;
- (b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Kumkani Mhlontlo LM's obligations in terms of POPIA and provide Kumkani Mhlontlo LM with full details of such request or complaint; and
- (c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

1.5. Return or destruction of Personal Information

Upon termination of this Agreement or upon request by Kumkani Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Kumkani Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Kumkani Mhlontlo LM, destroy such material and shall certify to Kumkani Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Kumkani Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

1.6. Warranties

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

1.7. Indemnities

Service Provider hereby indemnifies and holds harmless Kumkani Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Kumkani Mhlontlo LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

1.8. Ownership of Information

1.8.1. Service Provider acknowledges and agrees that Kumkani Mhlontlo LM retains all right, title and interest in and to the Personal Information.

1.8.2. Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased or otherwise disposed of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees

SIGNED AT _____ ON THIS _____ DAY _____ 2025

FOR AND ON BEHALF OF KUMNKANI
MHLONTLO LOCAL MUNICIPALITY

FULL NAMES: MR M.N SINEKE
CAPACITY: MUNICIPAL MANAGER

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2026

FOR AND ON BEHALF OF COMPANY NAME

FULL NAMES -----
CAPACITY: COMPANY DIRECTOR

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KUMKANI MHLONTLO LOCAL MUNICIPALITY

CLOSING DATE: 17th November 2026 CLOSING TIME: 12H00

DESCRIPTION: "PROVISSION OF MULTI-DISCIPLINARY PROFESSIONAL CONSULTING TEAM LED BY AN ARCHITECT FOR THE REHABILITATION, REFURBISHMENT, REDESIGN AND UPGRADING OF THE FIRE-DAMAGED MUNICIPAL BUILDING IN QUMBU AND PROVISSION OF RELEVANT FURNITURE

The successful bidder will be required to fill in and sign a written Contract Form (MBD 4, 8 & 9).

BID DOCUMENTS MAY BE POSTED TO:

Kumkani Mhlontlo local Municipality Offices, LG Mabindla Street, Qumbu, Libode, 5180

OR

DEPOSITED IN THE BID BOX SITUATED AT

MUNICIPALITY BUILDING
LG MABINDLA STREET
QUMBU
5180

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8 hours a day (8:00 to 16:30), 5 days a week (Monday to Friday).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in

Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER: CODE: NUMBER:

CELLPHONE NUMBER:

FACSIMILENUMBER: CODE NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

(BIDDERS MUST ENSURE SUBMISSION OF ALL DOCUMENTATION SUPPORTING REQUIREMENTS AS OUTLINED IN THE MUNICIPAL SPECIFIC GOALS)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS

OFFERED?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS

SIGNED:.....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED:

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Kumkani Mhlontlo local Municipality

Department : BUDGET AND TREASURY

Contact Person : Ms. N Nongogo

Tel : 047 553 7000

Fax : 047 553 0189

Municipality / Municipal Entity: Kumkani Mhlontlo local Municipality

Department : INFRASTRUCTURE AND DEVELOPMENT

Contact Person : Ms. Y. Nqatyelwa

Tel : 047 553 7000

Fax : 047 553 0189

DECLARATION OF INTEREST

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 service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

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

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

.....

3.8 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?

3.8.1 If so, furnish particulars.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, 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

.....
Position

.....
Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the 90/10 preference point system.

The applicable preference point system for this tender is the 80/20 preference point system.

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

1.4 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“bid”** 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 and “bid” has a corresponding meaning
- (c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

- (d) **“consortium or joint venture”** 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;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (m) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice; (o) **“trust”** means the arrangement through which the property of one person is

made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- (p) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (q) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (r) **“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.

2. 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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

3.1.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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	Number of points allocated (80/20 system) (To be completed by	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)
---	---	--	--	--

	state)	the organ of state)		
Tender Price			90/10	80/20
HDI -Equity ownership			5	10
Youth-Enterprise 18-35 years (MLM)			1	2
Women-Equity ownership			1	2
Disability-Equity ownership			1	2
Rural Enterprise			1	2
SUB-TOTAL (Specific goals)			1	2
TOTAL			10	20

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and

which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.
Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

A. GENERAL INFORMATION

PURPOSE

Kumkani Kumkani Mhlontlo local Municipality is soliciting proposals from the consulting team led by an architect to assist the municipality with rehabilitation, refurbishment, redesign and upgrading of the fire damaged municipal offices, construction of a storeroom together with provision of the office furniture in Qumbu.

EXPECTED DELIVERABLES

Each bidder shall submit (those that will be selected to present to the bid committee):

- Architectural Design Philosophy
- Preliminary Space Planning Concept
- Urban Design Concept
- Functional Relationship Diagrams
- Preliminary Rehabilitation Strategy
- Structural Rehabilitation Philosophy
- Engineering Philosophy
- Risk Assessment
- Project Programme
- Resource Plan
- Company Profile and CV’s
- Professional Registrations
- Project References

6. PRESENTATION TO THE COMMITTEE

Shortlisted bidders shall be present before the Bid Evaluation Committee.

The presentation shall demonstrate:

Architectural Vision

- Innovation
- Practicality
- Municipal functionality
- Flexibility

Compliance Requirements

Personnel	Architects • The Director of the Company is recommended to be the member with SACNASP/ relevant qualification/s (whom his/her details reflect on the company registration document) of relevant field of Engineering with more than 10 years of experience. Building/ quantity Surveys/Electrical Engineers/ Civil Engineers • The Director of the Company must be Registered with ECSA/SACQSP/SACAP as a Professional (whom his/her details reflect on the company registration document) of relevant field of Engineering • One of the senior personnel in the firm must have NQF Level 7 CETA certification for Labour Intensive Construction (LIC)
Contract	• Appointed service PSP shall enter into a Service Level Agreement (SLA) when undertaking any instruction from Kumkani Mhlontlo LM. • The PSP is bound by the Code of conduct as described in t their respective affiliation bodies • PSP shall calculate their prices for the various stages of 'Services' as detailed in Pricing Schedule based on of ECSA/SACQSP/SACAP Guideline (R-10-GFF, Government Gazette, 09 December 2020). • The cost for the goods to be provided will be submitted as a proposal, separated in terms of purchase price, delivery and installation. Payments therefore shall be according to each phase accomplished and approved by the lead consultants and the clients. • During the implementation Principal Agent have agreed to enter into an agreement with Kumkani Mhlontlo LM in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT); • The PSP is required to provide following insurance within 14 days of the award of contract or prior to signing agreement whichever is earlier: ✓ Insurance Against: Professional Liability (Professional Indemnity). Cover is: Full project value (as determined after completion).

	✓ Period of cover: Until after issuance of completion certificates and submission of close up reports of the Project. • The PSP is required to provide Insurance Against: Public Liability ✓ Cover is: Full project value as determined after completion. ✓ Period of cover: Entire supply, Delivery, installation period including construction where necessary for period of the Project -Till site hand over to the client. ✓ Comfortable
Experience & Expertise	• Qualifications (Professional registered person in the relevant field) • Individual Experience in Design in the relevant field • Relevant equipment in the field.
Communication	ALL • Communication by e-mail will only be accepted on submission of hard copy print out in letterhead and properly signed by the authorized person. Faxes will only be acceptable on submission of original signed documents. • The PSP shall not release public or media statements or publish material related to the Services or the Project under any circumstances without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld. • Copyright of all documents prepared for the Project shall be vested with the Employer • Travelling and time costs will be limited to a maximum of 300km radius and 3 hours respectively, with the first 50km and first 2 hours deductible.

Submission of proposals

The project proposal must be submitted in one envelope with the technical proposal clearly marked **Bid Name** **“PROVISION OF MULTI-DISCIPLINARY PROFESSIONAL CONSULTING TEAM LED BY AN ARCHITECT FOR THE REHABILITATION, REFURBISHMENT, REDESIGN AND UPGRADING OF THE FIRE-DAMAGED MUNICIPAL BUILDING IN QUMBU AND PROVISSION OF OFFICE FIRNITURE.”**

- in the tender box of Kumkani Mhlontlo local Municipality at reception in new town hall on or before the closing date of **17th November at 12h00**.
Proposals must be signed by an authorized agent to bind the company on what it proposes to offer.

Addendum to the Request for Proposals (RFP)

If it becomes necessary to revise any part of the RFP, addendum will be provided to the consultants who attend the compulsory briefing.

Compulsory Briefing Session/Meeting

Questions will be addressed at the compulsory briefing session to be held on **Wednesday, 14th October 2026@** at **10:00 am** in the Municipal Offices, LG Mabindla Street, Qumbu

Oral presentation

Short listed service professional providers may be invited to a further interview prior to finalizing the award.

B. BACKGROUND AND DEMOGRAPHICS

Kumkani Mhlontlo local Municipality is bordered by King Sabata Dalindyebo Local Municipality to the South, Nyandeni Local Municipality to the East, both under OR Tambo District Municipality, Umzimvubu Local Municipality to the North, and Ntabankulu Local Municipality to the Northeast both under Alfred Nzo District Municipality and Elundini Local Municipality to the West which is under Joe Gqabi District Municipality. The Municipal Departments and Council Chambers are in Qumbu with satellite offices in Tsolo. The main offices for Kumkani Mhlontlo local Municipality (KMLM) are located Northeast of Mthatha at about 67,5km driving on N2 towards Kokstad. The total population of 200595 people with 49300 households (Stats SA) that depends on services provided by Kumkani Mhlontlo local Municipality. Population is approximately 4,2 people per households and the municipality is dominated by rural growth with just 2% of households in towns of both Qumbu and Tsolo

The municipal area covers 2,826km² and has a population density of 68,2901people per square km².

Kumkani Mhlontlo local Municipality needs to repair and rehabilitate municipal offices that were damaged by blaze and provision of Furniture for the offices and the storeroom. It is in this spirit that the municipality is seeking the services of a professional architects to assist with the provision of professional advice in restoring the building and to re-imagine the facility into a modern, efficient, safe and accessible municipal office that responds positively to its urban environment while improving operational efficiency and service delivery.

The project shall be implemented in phases based on the availability of funds over a period of two years.

C. SCOPE OF WORKS

The duties to be performed by the consulting engineer shall be as detailed in the Professional Gazette.

All the activities shall be in line with rehabilitation of offices and provision of Office furniture.

2.1.1 Intended Services from Professional Service Provider

IT IS IMPORTANT TO NOTE THAT THE PROJECTS ARE INTENDED TO CONSTRUCT FOLLOWING THE 'LABOUR INTENSIVE CONSTRUCTION METHOD', HENCE THE PROFESSIONAL SERVICE PROVIDER HAS TO DESIGN, PREPARE THE CONSTRUCTION TENDER DOCUMENT AND GUIDE AND SUPERVISE THE CONTRACTOR IN CONSTRUCTING THE PROJECT FOLLOWING THE SAME METHOD.

The General Conditions of Construction would be the 'General Conditions of Contract for Construction Works, Second Edition, 2015 ('GCC 2015') by SAICE.

The following are primarily identified services; the professional service provider has to offer under this contract without limiting him to offer required services for the successful completion of the projects.

A. Normal Services

- The 'Normal Services' will be based complexity of the projects as per tables 1-3 of the South African Council Architectural Profession(SACAP) Gazette 672 of 2024) and construction contract would be according to the latest GCC for Construction by SAICE along with CIDB Guide Line for Professional Services including reporting and certifications) to fulfil the project requirement as explained in the tender documents and will follow the stages mentioned below:

Stage 1: Inception (Ref: Clause 11(Stage 1 of above-mentioned SACAP Guideline);

Stage 2: Concept and Viability (Concept Design), (Ref: Clause 11 Stage2 of above-mentioned SACAP Guideline);

Stage 3: Design Development (Detail Design), (Ref: Clause 11; Stage3 of above-mentioned SACAP Guideline);

:

Stage 4: Documentation and Procurement (Ref: Clause 11; Stage 4 of above-mentioned SACAP Guideline);

Stage 5: Construction (Ref: Clause 11; Stage 5 of above-mentioned SACAP Guideline);

Stage 6: Close-Out (Ref: Clause 11; Stage 6 of above-mentioned SACAP Guideline).

Bidders are to note that deliverables according to the stages and reporting are mandatory and part of normal services; no payment will be made for services without receipt of acceptable deliverable(s) and reports in time.

B. Additional Services

- The 'Additional Services' will be as per Clause 13 of SACAP Guideline (Government Gazette no 51352, 04 October 2024.) to fulfil the project requirement as explained in the tender documents and will follow/ categorised as below:
 - i. Survey and setting out: referred to Clause 13.3 and 13.4 of above-mentioned SACAP Guideline.
 - ii. Testing and Investigation: referred to Clause 13.3 of above-mentioned SACAP Guideline;
 - iii. Occupational Health and Safety (Act, 1993; Act up to the completion of the project: referred to Clause 13.3 of the above-mentioned SACAP Guideline;

C. REIMBURSABLE SERVICES/ DISBURSEMENT

- i. Travelling: Travelling or conveyance of the professional Architects or a member of staff should be according to Clause 31 of above-mentioned SACAP Guideline would be deemed to cover all cost on lump-sum basis and be reimbursed on the basis of progress of project.

D. PROJECT SET UP

- i. Establishment of a project implementation programme and time frame in consultation with the Employer;
- ii. Ensuring that community participation at all the level of project implementation is maximised;
- iii. Establishing of project steering committee and that the community endorses the proposed project.

E. DELIVERABLES

- The undermentioned Following are the deliverables at various stages of services to be provided by the Professional Service Provider according to Clause 13 of SACAP Guideline (Government Gazette, 04 October 2024.) and tender documents without limiting requirement of any other reports or documents may be deemed necessary during the course of the project's implementation:

Stage 1: Inception

- i. Signed Agreement/ Contract
- ii. Inception Report covering
 - ✓ Receive, appraise, and report on the client's requirements about the client's brief
 - ✓ Determine the site and rights and constraint's
 - ✓ Determine indicative project timelines
 - ✓ Determine indicative project timelines and
 - ✓ Whether other statutory authority applications are required or desirable

Stage 2: Concept and Viability (Concept Design)

- i. Prepare an initial design concept and advise on
 - ✓ The intended space provision and planning relationships
 - ✓ Proposed materials and intended building services; and
 - ✓ Technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land
- c) Consult with the local and statutory authorities
- d) Review the anticipated costs of the project
- e) Review the project programme.

Stage 3: Design Development

- ✓ Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- ✓ Review the programme and budget with the client, principal consultants, or other consultants;

- ✓ Coordinate other consultants designs into building design,
- ✓ Prepared design development drawings including drafting technical details and material specifications
- ✓ Discuss and agree on the building plan application and approval requirements with the local authority

Stage 4: Documentation and Procurement

4.1

- ✓ Prepare Documentation required for local authority building plan application submission
- ✓ Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission
- ✓ Review the costing and programme with the consultants
- ✓ Obtain the clients authority, and submit documents for approval at the local authority

4.2

- ✓ Prepare specifications for the works
- ✓ Complete technical documentations sufficient for tender
- ✓ Obtain offers for the execution of the works
- ✓ Evaluate offers, and recommend a successful tender for appointment
- ✓ Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- ✓ Complete all remaining technical and construction documentation and co-ordinate same with the consultants;

Stage 5: Construction

- i. Administrator the building contract
- ii. Give possession of the site to the contractor
- iii. Issue construction documents
- iv. Review sub-contractor design, shop drawings, and documentation for conformity of the design intent
- v. Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards.
- vi. Manage the completion process of the project
- vii. Assist the client in obtaining the required documentation necessary for the client to obtain in the occupation certificate.

Stage 6: Close-out

- i. Facilitate the project closeout including the collation of the necessary documentation to effect completion, handover, and operational manual of the project
- ii. When the contractor's obligation to the building contract have been fulfilled, the architectural professional shall issue the certificates relating to the contract completion
- iii. Provide the client with construction record documentation and the relevant technical and contractual undertaking by the contractor and sub-contractors.

Other Routine Reports and documentation

Following are the routine reports and documentations that are foreseen to be submitted by Professional Services Provider without limiting any necessary of preparing other reports and documentations:

- i. Project progress reports within the prescribed timeframes and in agreed formats.
- ii. All reports and information according to MIG (MIG 1, MIG 4, MIG 5, MIG 6, MIG 8, MIG 9 and MIG 10)
- iii. Site meeting and technical committee meeting minutes

PROJECT IMPLEMENTATION TIMEFRAME

The Professional Service Provider shall work within the timeframes as agreed and approved by the Municipality. The detail implementation schedule shall be discussed and agreed in between the Employer and the successful bidder. **The stages mentioned would be considered completed only at submission/ concluding all the deliverables of any stage.** As the start the following pro-forma time would be utilised to give tentative dates as to program intact.

Mile Stone/ Stage of Work	Days	Start Date	End Date
Commencement of Work			
Stage 1: Inception			
Stage 2: Concept and Viability (Preliminary Design)			
Stage 3: Design Development (Detail Design)			
Stage 4: Documentation and Procurement			
Stage 5: Contract Administration and Inspection			
Stage 6: Close-Out			

D. Information Required from the Consultant

1. Technical Proposal

Provide a description of the methodology, work product, and schedule for completing each element of the scope of work. A proposal should be prepared simply and economically, providing a straight forward, concise description of the consultant's ability to meet the requirements. Fancy bindings, colored displays, promotional material, and similar ornamental features should not be included. Emphasis should be on completeness and clarity of content.

- **Business organization**

State the full name and address of the organization and, if applicable the branch office or subordinate element that will perform or assist to perform the works.

- **Consultant qualifications and past experience**

Include in the proposal a brief statement of the past experience of the persons from the firm that will be actively involved in the project. Not the firm's experience unless persons that will work in the project participated in that experience and clearly state his/her role.

According to the Municipal Supply Chain Management Policy, bidders must provide particulars of:

- a) All consultancy services provided to an organ of state in the last five years; and
- b) Any similar consultancy services provided to an organ of state in the last five years.

NB: Specialist skills in the relevant service must be demonstrated.

Demonstrate through a brief statement the firm's past experience in handling and implementing of such specialist projects.

Provide details of persons to be involved in the project who have completed or are registered for training towards the following skills programmes:

- NQF Level 7-unit standard "Develop and Promote Labour Intensive Construction Strategies.
- NQF Level 5-unit standard "Manage Labour Intensive Construction Projects".
- Project Management

Provide a detailed project plan that shows the milestones and deliverables. Include the number of hours allocated for each staff person for each task for the duration of the contract.

D.1.1 SCHEDULE OF WORK CARRIED OUT BY TENDERER

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or specifically bridge construction of the similar size or more. This information is material to the award of the Contract.

Project Description	Value in Rand	Year Completed	Client Representative and	Contact No

This information is material to the assessment of company's capabilities to handle a project of this magnitude.

D.1.2 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, mentoring experience, experience on building and structural projects **(Offices and Workshop)** similar nature, positions held and their qualifications.

Name	Qualification	Designation	HDI Status	PR Number

(Provide more details on the CV'S on personnel proposed)

D.1.3. SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available

Physical facilities and Buildings.

Description	Address	Area (m ²)

Equipment

Provide information on equipment and resources that you have available for this project.

Description: Hardware: Printers and Plotters	Number of units
Description: Personal Computers	Number of units
Description: Software: Design and Droughting.	Number of units

D.1.4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

List your current contracts and obligations

Description	Value (R)	Start date	Duration	Expected date completed

Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff	Gender and Race	Number of staff

Temporary staff to be employed for the project	Gender and Race	Number of staff

SCHEDULE OF PROPOSED SUBCONSULTANT

The Tenderer shall, in accordance with the provisions of condition of tender, list below the subcontractors s/he proposes to employ for part(s) of the work.

The naming of any proposed sub consultant/s hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a Tender shall not be construed as approval of any or all of the listed sub consultant/s, neither shall it in any way limit or detract from the powers of the Engineer and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Tenderer from deviating In any way during the Contract from the list of proposed sub consultant/s hereunder if the Tender is accepted

If any or all of the sub consultant/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub consultant/s not listed below is approved by the Client.

Part or Type of Work	Proposed Sub-Consultant	Work Recently Executed by Sub-consultant
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2. Price Proposal

The price proposal must be divided into the proposed deliverables. For each proposed deliverable there must be a separate cost for:

- **Professional fees** - persons working on the project must be listed, their hourly rate provided and the estimated time spent working on the deliverable
- **Training of students** - provision of in-service training or internship for students that are graduates or students that require experience for graduation compliance.
- **Disbursements** – estimated expenses to be incurred which are recoverable.
- **Constraints studies**-should there be any constraint studies required, related costs and name should be indicated.
- **Assumptions**-the service provider must clearly state assumptions and it must be based on the inexistence of data.

2.1 PRICING INSTRUCTIONS

- 2.1.1 The Standard for Uniformity, the Guidelines for scope of Services and Tariffs of Fees, the Contract Data, the Specifications (including the Project Specifications) shall be read in conjunction with the Bill of Quantities.
- 2.1.2 The Bill comprises items covering the Consulting Engineer's profit and costs of general liabilities and of the professional services rendered for the planning, design and contract supervision.
- 2.1.3 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the planning, design and contract supervision of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 2.1.4 The professional fees shall be based on the estimated construction amount stated in the bill and it should include all additional services such as working on waste water treatment plant, civil, mechanical and electrical, concrete work, and alteration to the existing work and landfill site.
- 2.1.5 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "**rate only**" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidder rates shall apply should work under these items actually be required.

- 2.1.6 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Consulting Engineer. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- 2.1.7 A price or rate is to be entered, in **BLACK INK** and no erasing fluid can be used. When a mistake has been made, you must put a line across the figure and initial next to it before putting a new figure.
- 2.1.9 The construction supervision level proposed must be stated in the bill before pricing the item

BILL OF QUANTITIES (Estimates based on 6 months construction period for project below R5 million)

E. EVALUATION AND ADJUDICATION CRITERIA

All bid proposals received will be evaluated and adjudicated on 80/20 preference point system.

Technical Proposals

All bid proposals received will firstly be evaluated on the following scoring criteria because of functionality (100 points which is 100%). Prospective Bids should score a minimum of 70% for functionality in order to be considered for further evaluation.

FUNCTIONALITY BREAKDOWN AND WEIGHTS

Where: 1=Poor, 2= Fair, 3 = Acceptable, 4 = Good, 5 = Excellent

$$Ps = (So / Ms) \times Ap$$

Where

Ps = % scored for functionality by bid / proposal under consideration

So = total score of bid under consideration

Ms = maximum possible score

Ap = % allocated for functionality

Financial Proposals

All bidders who have scored a minimum of 70% on functionality will be considered for further evaluation and all those who failed to achieve the minimum percentage (70% equivalent) will be disqualified.

The following formula will be used to calculate the percentage for price / financial proposals:

$$Ps = (Pmin / Pt) \times Ap$$

Where

Ps = % scored for price bid / proposal under consideration
 Pmin = lowest acceptable bid / proposal
 Pt = price of bid / proposal under consideration
 Ap = % allocated for price

EVALUATION CRITERIA

Criteria		Project Rand Value ≤ R1 000 000.00	
		Maximum Points Allocated	Points Claimed
Preference Points	Specific Goals	20	
Price	Points for Price	80	
Total		100	

Scoring on Functionality

The criteria for functionality are kept to the essential so as not to render the evaluation a mechanical exercise but rather a professional assessment. A few pointers are, however, relevant:

- ❑ **Past Experience** refers to previous experience in relevant projects. In this stage the evaluation is focusing on the company and individuals that will play a role in the project (CVs to be attached). Similar type of experience in more than one projects which are of similar project are providing basis for scoring in the evaluation process.
- ❑ **Past Experience** refers to previous relevant projects and overall track record. It is considered less important in larger, conceptually difficult and multi-disciplinary projects. It should also be noted that past experience is realistically linked to individuals rather than firms in the case of professional services for this project.
- ❑ **Methodology** considers the responsiveness to the *request for proposals*, the level of detail in the proposal, attention to project management and innovative approaches and ideas in preparation of business plan. Methodology proposed shall be in line with the scope of the works proposed for the project.

- ❑ **Team Qualifications and Capability** considers the technical and professional skills of the project team, regional knowledge if relevant and proven conceptual abilities (supported by other client references if needed). The qualifications of the proposed team to be delegated on the project will be primarily assessed for their capacity to implement the project. Overall qualifications of the staff within the company and their minimum time allocation for the project will be secondary in assessing the qualifications.

F. General

Statutory compliance that may be used with this document during evaluation until completion of the project may be extracted from the following guidelines

- South African Council for architectural profession (SACAP)
- Engineering Guidelines (PMI, SACPCMP, ECSA);
- South African Council for Quantity Surveyors Professionals (SACQSP);
- South African Council for Natural Scientists Professionals (SACNASP) for environmentalists;
- Construction industry development board (CIDB);
- General Conditions of Contract for construction works 2015;
- Standard for Infrastructure Procurement and Delivery Management (SIPDM);
- New Engineering Contract (NEC 3);
- SAACE and/or National Society of Black Engineers;
- SABTACO;
- Municipal Supply chain Policy;
- Municipal Supply Chain Management regulations

NB: On completion of projects all the drawings, designs and relevant documentation must be handed (5 Hard copies and 2 Soft copies) to the Kumkani Mhlontlo Lo Municipality on completion of the project and for processing of the final completion certificate which will be property of the Municipality.