



# Sarah Baartman

DISTRICT MUNICIPALITY

*Province of the Eastern Cape*

*progress through development*

**BID NO. 04/2023**

**CONSULTING ENGINEERING SERVICES FOR THE REHABILITATION  
OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA  
LOCAL MUNICIPALITY**

<b>NAME OF BIDDER</b>	:	.....
<b>CSD SUPPLIER NO.</b>	:	MAAA.....
<b>CONTACT PERSON</b>	:	.....
<b>CONTACT NO.</b>	:	.....
<b>ADDRESS</b>	:	..... ..... .....

**BID DOCUMENT**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**CONTENTS**

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<b>THE TENDER</b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	<b>2</b>
T1.1	Tendering Notice and Invitation to Tender	3
T1.2	Tender Data	5
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	<b>14</b>
T2.1	List of Returnable Documents	15
T2.2	Returnable Schedules	16
<b>THE CONTRACT</b>		
<b>PART C1</b>	<b>AGREEMENT AND CONTRACT DATA</b>	<b>50</b>
C1.1	Form of Offer and Acceptance	51
C1.2	Contract Data	54
<b>PART C2</b>	<b>PRICING DATA</b>	<b>58</b>
C2.1	Pricing Assumptions	59
C2.2	Pricing Schedule	61
<b>PART C3</b>	<b>SCOPE OF WORKS</b>	<b>66</b>
C3.1	Background	67
C3.2	Project Description	67
C3.3	Scope of Professional Services	67

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**PART T1: TENDERING PROCEDURES**

**T1.1 Tender Invitation**

**T1.2 Tender Data**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**T1.1: TENDER NOTICE AND INVITATION**

**BID NO. 04/2023: CONSULTING ENGINEERING SERVICES FOR THE REHABILITATION OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**

Sarah Baartman District Municipality (SBDM) hereby invites bids from suitably qualified and experienced Professional Services Providers (PSP) to provide Consulting Engineering Services for The Rehabilitation of M Street and Albert Street in Makhanda, Makana Local Municipality.

Bid documents with the necessary specifications may be obtained at a **non-refundable cost of R110.00** from the Supply Chain Management Unit, 4th Floor, 32 Govan Mbeki Avenue, Gqeberha, tel. 041 508 7007. Alternatively, bid documents may be downloaded free of charge from the municipal website (<https://www.sarahbaartman.co.za>) or the e-Tender Portal (<https://etenders.treasury.gov.za>)

The bids will be evaluated in terms of the 80/20 preferential points system as per the Preferential Procurement Regulations, 2022, where 80 points will be used for price and a maximum of 10 points will be allocated for locality, and a maximum of 10 points will be allocated for B-BBEE status level of contribution. The bids will also be evaluated on functionality. Bids that do not obtain a score of 70% on the functionality criteria will be excluded from further evaluation.

Functionality criteria will be assessed as follows:

Criteria	Weight	Value 1 – 5	Maximum Possible Score
Company Experience	30	Max 5	150
Key Personnel	20		100
Methodology	35		175
<b>TOTAL</b>	<b>85 (TW)</b>		<b>425 (MPS)</b>

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

A **compulsory briefing session** with representatives of the District Municipality will take place at the **Grahamstown Town Hall at 55 High Street in Makhanda on Thursday, 04 May 2023** starting at **11h00** and failure to attend will result in the disqualification of the bid.

Bids in a sealed envelope clearly marked “**BID NO. 04/2023: CONSULTING ENGINEERING SERVICES FOR THE REHABILITATION OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**” must be placed in the Bid Box at 4th Floor, 32 Govan Mbeki Avenue, Gqeberha, before **12h00 noon on Tuesday, 23 May 2023**. Thereafter, after bids will be opened in public in the Committee Room 1, 6th floor, 32 Govan Mbeki Avenue, Gqeberha.

Prospective bidders must be registered on the Central Supplier Database (CSD). Failure to comply shall render the bid non-responsive. Failure to submit any compulsory document(s) shall render the bid null and void.

The original document collected from the municipality must be submitted or, if the documents are printed from the websites, printed documents must be submitted. Bids may only be submitted on the bid documentation provided by the municipality.

Late, incomplete, facsimile, or emailed bids will not be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. SBDM reserves the right to accept part of or the full bid.

**NOTICE 07 OF 2023 DATED 21 APRIL 2023**

**Ms U DANIELS**

**Municipal Manager**

**Sarah Baartman District Municipality**

**PO Box 318**

**Gqeberha**

**6000**

Tenders must be submitted in the TENDER BOX situated at the Sarah Baartman District Municipality offices in Gqeberha, between 8:00 and 16:00 weekdays. A tender must remain valid for a period of 90 days from the closing date for the submission of tenders. The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept a tender as a whole or in part. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that is issued. More requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**SARAH BAARTMAN MUNICIPALITY**

**BID NO: 04/2023**

**T1.2: TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

<b>Clause</b>	<b>Description</b>
F.1.1	The Employer is: Sarah Baartman District Municipality Address: 32 Govan Mbeki Avenue, Gqeberha, 6000
F.1.2	The Tender documents issued by the Employer comprise of 3 Volumes i.e the following documents:  <p><b>Volume 1 - Part T1: Tendering Procedures.</b></p> <p>T1.1 Tender Notice and invitation to tender</p> <p>T.1.2 Tender Data</p> <p><b>Volume 2 – Part T2: Returnable Schedules</b></p> <p>T2.1 List of Returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>Volume 3 – Part C1: The Contract Data</b></p> <p><b>Part C1: Agreement &amp; Contract Data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Pricing Schedule</p> <p><b>Part C3: Scope of Work</b></p> <p>C3.1 Background</p> <p>C3.2 Project Description</p> <p>C3.3 Scope of Professional Services</p>
F.1.3	<b>Interpretation</b> The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
F.1.4	<b>The Employer’s Agent for Technical Information is:</b> Name: Olwethu Kwababana Tel: 041 508 7139 E-mail address: okwababana@sbdm.co.za

F.1.5.1	<p><b>Reject or accept</b> The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.</p>
F.2.1	<p><b>Eligibility</b></p> <p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> <li>(a) The Professional Service Provider submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices.</li> <li>(b) The Tenderer does not have the legal capacity to enter into the contract.</li> <li>(c) The Professional Service Provider submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing.</li> <li>(d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy.</li> <li>(e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.</li> <li>(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.</li> </ul> <p>In terms of the Supply Chain Management Policy Guideline, all suppliers of goods and services are required to register on the Central Suppliers Database (CSD). Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement will not be considered.</p>
F.2.2	<p><b>Cost of Tendering</b> Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
F.2.3	<p><b>Check Documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p><b>Confidentiality and Copyright of Documents</b> The information in this tender document shall be treated as confidential and all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
F.2.5	<p><b>Reference Documents</b> Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
F.2.6	<p><b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>

F.2.7	<p><b>Clarification Meeting</b> A compulsory briefing session with representatives of the District Municipality will take place at the Grahamstown Town Hall at 55 High Street in Makhanda, <b>on Thursday, 04 May 2023</b> starting at 11h00 and failure to attend will result in the disqualification of the bid.</p>
F.2.8	<p><b>Seek Clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.</p>
F.2.9	<p><b>Professional Indemnity Insurance</b> The Tenderer will be responsible for the full insurance cover (Professional Indemnity) required for this project and shall ensure that the institution that provides the cover is fully compliant and registered with Financial Services Board (FSB). It is compulsory that the Tenderer submits proof of such insurance with this tender. Failure to submit such proof shall result in tender disqualification.</p>
F.2.10	<p><b>Pricing the tender</b> All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).</p>
F.2.11	<p>Rates and prices must be fixed for the duration of the contract and not subject to adjustments unless escalation rate is provided.</p>
F.2.12	<p><b>Alterations to documents;</b> The Tenderer must take note of the following;</p> <ul style="list-style-type: none"> <li>a) “No alterations, additions and reductions must be made to the tender document issued by the employer.</li> <li>b) No document must be unbounded or unbundled and other documents which were not part of the document added.</li> <li>c) All additional documents not requested by the employer and the tenderer feels that they might be important, can be attached.</li> <li>d) All signatories to the tender offer shall initial all such alterations.</li> <li>e) Erasures and the use of masking fluid are prohibited.</li> </ul>
F.2.13	<p><b>Submitting tender offer:</b></p> <p><b>A two-envelope procedure will not be followed</b></p> <ul style="list-style-type: none"> <li>a) All attachments requested must be bound together and submitted as such together with the tender document clearly marker “BID NO. 04/2023: CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA , MAKANA LOCAL MUNICIPALITY”</li> <li>b) Tenders must be signed by a person duly authorised to do so. No electronic signatures are allowed.</li> <li>c) Tenders submitted by Joint Ventures or Consortiums / Partnerships shall be accompanied by the document of formation of such entities.</li> <li>d) All tender documents shall be completed in black ink and in case of a mistake or an error, a line must be drawn through the error and authorised full signature and date must be attached.</li> </ul>
F.2.13.5	<p>The Employer’s address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p><b>Delivery address: 32 Govan Mbeki Avenue, Gqeberha, 6000</b>  <b>Location of Tender box: 4th Floor</b>  <b>Identification details: BID NO. 04/2023: CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA , MAKANA LOCAL MUNICIPALITY</b></p>



F2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																		
F.2.14	The Tenderer must accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.																		
F.2.15	<p><b>Closing date and time:</b></p> <p><b>Closing date: 23 May 2023</b>  <b>Closing Time: 12h00</b></p>																		
F.2.16	The Tender offer validity period is 90 days.																		
F.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender. In the case of a consortium / joint venture, the certificates must be provided for each party.																		
F.3.1.1	The employer may unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.																		
F.3.2	The employer If necessary, may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.																		
F.3.3	All late tenders will immediately be disqualified.																		
F.3.4	All Tender offers received will be published on the Sarah Baartman District Municipality website.																		
F.3.11.1	<p><b>Evaluation of Tenders</b></p> <p>After evaluation for mandatory requirements, remaining tenders will be evaluated further based on Quality/ Functionality, Price and Preference. Bids will be evaluated on a 80/20 preference point system as per the preferential procurement regulations, 2022 where the 80 will be used for price (VAT Inclusive) and a maximum of 10 points will be allocated for locality, and a maximum of 10 points will be allocated to B-BBEE Status level of contribution. Tenders who receive a minimum of 70 percent on functionality/ quality will be evaluated in terms of Price and Preference Points.</p> <p><b>Functionality</b></p> <p>The assessment of functionality must be done in terms of the functionality evaluation criteria and the minimum threshold. A bid will be disqualified if it fails to meet the minimum threshold of 70% for functionality and Functionality points will be allocated as follows for solicitation of bids from Civil Engineering PSPs.</p> <table border="1" data-bbox="342 1501 1507 1829"> <thead> <tr> <th>CRITERIA</th> <th>WEIGHT</th> <th>VALUE 1-5</th> <th>MAXIMUM POSSIBLE SCORE</th> </tr> </thead> <tbody> <tr> <td>Company experience</td> <td>30</td> <td rowspan="3">Max 5</td> <td>150</td> </tr> <tr> <td>Key personnel</td> <td>20</td> <td>100</td> </tr> <tr> <td>Methodology</td> <td>35</td> <td>175</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>85</b></td> <td><b>Max 5</b></td> <td><b>425 (MPS)</b></td> </tr> </tbody> </table>	CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBLE SCORE	Company experience	30	Max 5	150	Key personnel	20	100	Methodology	35	175	<b>TOTAL</b>	<b>85</b>	<b>Max 5</b>	<b>425 (MPS)</b>
CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBLE SCORE																
Company experience	30	Max 5	150																
Key personnel	20		100																
Methodology	35		175																
<b>TOTAL</b>	<b>85</b>	<b>Max 5</b>	<b>425 (MPS)</b>																

F.3.11.3	<p><b>Company Experience</b></p> <p>Provide a list of projects successfully completed in undertaking related works within the previous ten-year (10) period from the date of tender advert. Bidders must provide reference letters for each completed project.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Criteria</th> <th style="width: 40%;">Description</th> <th style="width: 15%;">Number of Projects</th> <th style="width: 20%;">Weight</th> </tr> </thead> <tbody> <tr> <td rowspan="3" style="text-align: center;">Company Experience</td> <td rowspan="3" style="text-align: center;">Bidders previous experience with respect to road design and construction monitoring.</td> <td style="text-align: center;">+10</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">6-9</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">3-5</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Criteria	Description	Number of Projects	Weight	Company Experience	Bidders previous experience with respect to road design and construction monitoring.	+10	5	6-9	3	3-5	1															
	Criteria	Description	Number of Projects	Weight																								
	Company Experience	Bidders previous experience with respect to road design and construction monitoring.	+10	5																								
			6-9	3																								
3-5			1																									
<p><b>Key Personnel</b></p> <p>Provide project organogram clearly indicating key personnel linked according to the job responsibilities. The organogram must clearly indicate each personnel's qualification and relevant professional experience. The experience relates to the number of years post-qualification. Organogram linked to personnel and responsibilities on the project (Attach CVs):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Position</th> <th style="width: 35%;">Status/ Qualification</th> <th style="width: 15%;">Experience</th> <th style="width: 25%;">Weight</th> </tr> </thead> <tbody> <tr> <td rowspan="3" style="text-align: center;">Project Manager/ Director</td> <td rowspan="3" style="text-align: center;">Pr. Eng / Pr. Tech Eng ECISA or equivalent</td> <td style="text-align: center;">+10 years</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">7-9 years</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">0-6 years</td> <td style="text-align: center;">1</td> </tr> <tr> <td rowspan="3" style="text-align: center;">Design Engineer</td> <td rowspan="3" style="text-align: center;">Pr. Eng / Pr. Tech Eng ECISA or equivalent</td> <td style="text-align: center;">+7 years</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">4-6 years</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">0-3 years</td> <td style="text-align: center;">1</td> </tr> <tr> <td rowspan="3" style="text-align: center;">Resident Engineer/ Engineer's Representative</td> <td rowspan="3" style="text-align: center;">Pr. Techni Eng ECISA or equivalent</td> <td style="text-align: center;">+7 years</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">4-6 years</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">0-3 years</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Position	Status/ Qualification	Experience	Weight	Project Manager/ Director	Pr. Eng / Pr. Tech Eng ECISA or equivalent	+10 years	5	7-9 years	3	0-6 years	1	Design Engineer	Pr. Eng / Pr. Tech Eng ECISA or equivalent	+7 years	5	4-6 years	3	0-3 years	1	Resident Engineer/ Engineer's Representative	Pr. Techni Eng ECISA or equivalent	+7 years	5	4-6 years	3	0-3 years	1
Position	Status/ Qualification	Experience	Weight																									
Project Manager/ Director	Pr. Eng / Pr. Tech Eng ECISA or equivalent	+10 years	5																									
		7-9 years	3																									
		0-6 years	1																									
Design Engineer	Pr. Eng / Pr. Tech Eng ECISA or equivalent	+7 years	5																									
		4-6 years	3																									
		0-3 years	1																									
Resident Engineer/ Engineer's Representative	Pr. Techni Eng ECISA or equivalent	+7 years	5																									
		4-6 years	3																									
		0-3 years	1																									
<p><b>Methodology</b></p> <p>The methodology must outline the technical approach to the proposed Scope of Work. The Tenderer should clearly articulate:</p> <ol style="list-style-type: none"> <li>a) their proposed method of working including how they intend to deliver the contract and in what timescale.</li> <li>b) how the contract will be resourced by highlighting the roles and responsibilities of key personnel</li> <li>d) their approach to Skills Transfer, with particular reference to what type of skills will be transferred and who the particular recipients will be.</li> <li>e) the proposal must also discuss the quality control measures.</li> <li>f) SMME Development and Management during construction.</li> </ol>																												

Criteria	Description	Technical Approach	Weight
Methodology	Approach proposal which responds to the proposed scope of work and outlines proposed approach / methodology and work plan complete with time frames.	Methodology is specifically tailored to address the project objectives with innovation and efficiency	5
		Methodology is generic and does not address specific project objectives	3
		Methodology does not satisfy most of the project objectives and the PSP has misunderstood some aspects of the scope of work	1

**Formula for scoring the Financial Offer**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

- P<sub>s</sub>** = Preference points for price of tender under consideration;
- 80** = Points allocated to price (80);
- P<sub>t</sub>** = Rand value of tender under consideration; and
- P<sub>min</sub>** = Rand value of the lowest acceptable tender.

**Scoring Preference points**

The tenderer is required to submit a BBBEE Verification Certificate. Points awarded will be according to a tenderer’s B-BBEE status level of contributor and summarised in the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
<b>NON-COMPLIANT CONTRIBUTOR</b>	0

In order to claim these points, bidders are required to submit an original and valid B-BBEE Status level verification certificate or a certified copy or a sworn affidavit together with their bids to substantiate their B-BBEE Status.

**Points allocated for Locality**

Locality	Procurement under 80/20
	Points
Within the Sarah Baartman District Municipality's area of jurisdiction	10
Within the Eastern Cape province	8
Within South Africa	5
Outside South Africa	1

**NB:** In order to claim points for locality, prospective bidders are required to submit proof of address of office dealing with the project. A valid lease agreement or municipal account in name of bidder must be submitted Failure will result in preference points not being allocated.

**Total Scores for Financial and Preference**

The points scored for a Tenderer in respect of Financial must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

<b>ADDITIONAL CONDITIONS OF TENDER</b>
--

The additional conditions of tender are:

Clause	Wording
T.1.2.4.1	<p>Claims arising after Submission of Tender</p> <p>No claims for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer’s Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> <li>1) Inspected the Contract Drawings and read carefully understood the Conditions of Contract</li> <li>2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.</li> <li>3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.</li> <li>4) Requested the Employer or his duly authorized agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.</li> </ol>
T.1.2.4.2	<p>Imbalances in Tendered Rates</p> <p>In the event of tendered rates or lump sums being declared by the employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the employer the employer may reject the Tender.</p>
T.1.2.4.3	<p>Invalid Tenders</p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ol style="list-style-type: none"> <li>a) If the tender offer is not submitted on the Form of offer and Acceptance bound into his tender document (form Letter of Tender C1.1);</li> <li>b) If the tender is not completed in non-erasable ink;</li> <li>c) If the offer has not been signed;</li> </ol>

<b>Clause</b>	<b>Wording</b>
T.1.2.4.4	<p>Negotiations with Preferred Tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"><li>a) Does not allow any preferred tenderer a second or unfair opportunity</li><li>b) Is not to the detriment of any other tenderer; and</li><li>c) Does not lead to a higher price than the tender as submitted.</li></ul> <p>s of any such negotiations shall be kept for record purposes</p>
T.1.2.4.5	<p>General Supply Chain Management Conditions Applicable to Tenders</p> <p>This tender will be evaluated in terms of the Sarah Baartman District Municipality's Supply Management Policy, as adopted by Council.</p>
T.1.2.4.6	<p>Combating Abuse of the Supply Chain Management Policy</p> <p>The Tenderer shall complete all the MBD forms in this Document.</p>

**SARAH BAARTMAN MUNICIPALITY**

**BID NO: 04/2023**

**PART T2: RETURNABLE DOCUMENTS**

**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

**SARAH BAARTMAN MUNICIPALITY**

**BID NO: 04/2023**

**T2.1: LIST OF RETURNABLE DOCUMENTS**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

- Schedule : 1A Authority for Signatory
- Schedule : 1B Letter of Good Standing with Workmen’s Compensation Commissioner
- Schedule : 1C Joint Venture Disclosure Form
- Schedule : 1D Certificate of Attendance at Clarification Meeting
- Schedule : 1E Record of Addenda to Tender Documents
- Schedule : 1F Declaration of Interest (MBD4)
- Schedule: 1G Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022 (MBD6.1)
- Schedule : 1H Declaration of Tenderer’s Past Supply Chain Management Practices (MBD 8)
- Schedule : 1I Certificate of Independent Tender Determination (MBD 9)
- Schedule : 1J Compulsory Enterprise Questionnaire
- Schedule : 1K Particulars of Tenderer

**2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)**

- Schedule: 2A Tax Clearance Requirements
- Schedule: 2B Proof of B-BBE Certification
- Schedule : 2C Proof of locality
- Schedule: 2D Municipal Billing
- Schedule: 2E Schedule of Tenderer’s Experience
- Schedule: 2F Curriculum Vitae of Personnel (All shown in Organogram)
- Schedule: 2G Methodology



**SARAH BAARTMAN MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1A : AUTHORITY FOR SIGNATORY**

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

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

**A. Certificate for Company**

I, ....., chairperson of the board of directors of .....  
 ....., hereby confirm that by resolution of the  
 board (copy attached) taken on ..... 20..., Mr/Ms .....  
 acting in the capacity of ....., was authorized to sign all documents in  
 connection with this tender and any contract resulting from it on behalf of the company.

**As witnesses :**

- |         |            |       |
|---------|------------|-------|
| 1. .... | Chairman : | ..... |
| 2. .... | Date :     | ..... |

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
 ..... hereby authorize Mr/Ms ....., .....  
 acting in the capacity of .....to sign all documents in connection  
 with the tender for Contract .....and any contract resulting from it on  
 our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... , authorised signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for contract ..... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

Note:

A Copy of the Joint Venture Agreement showing Clearly the percentage contribution of each partner to the joint venture shall be appended to the schedule.

**D. Certificate for Sole Proprietor**

I, ..... hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

- 1. \_\_\_\_\_ Signature : Sole owner : \_\_\_\_\_
- 2. \_\_\_\_\_ Date : \_\_\_\_\_

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of ..... , to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1B : LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION  
COMMISSIONER**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1C: JOINT VENTURE DISCLOSURE FORM**

General

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the affirmable, Joint Venture Partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) The contribution of capital and equipment
  - b) Work items to be performed by the affirmable joint venture partner’s own forces
  - c) Work items to be performed under the supervision of the affirmable joint venture partner
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration affidavits
- v) The joint venture must be formalized. All pages of the joint venture agreement must be signed by all the parties concerned. A letter / notice of intention to formalize a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal Address .....  
.....  
.....  
.....
- c) Physical Address .....

.....  
.....

d) Telephone .....

e) Fax .....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1D : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of ..... (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....

..... (location) on ..... (date), starting at .....

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

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity ..... Date & Time .....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1E : RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(Attach additional pages if more space is required)

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1F: DECLARATION OF INTEREST(MDB4)**

1. No Bid will be accepted from persons in the service of the state<sup>1</sup>.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to Bid. In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the Bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**

3.1. Full Name of Bidder or his or her representative: .....

3.2. Identity Number: .....

3.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

3.4. Company Registration Number: .....

3.5. Tax Reference Number: .....

3.6. VAT Registration Number: .....

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? **YES / NO**

3.8.1. If yes, furnish particulars. ....

.....

<sup>1</sup>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.

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

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

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this Bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other Bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this Bid? **YES / NO**

3.11.1 If yes, furnish particulars .....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

**YES / NO**

3.13.1 If yes, furnish particulars.....

.....

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

**YES / NO**

3.14.1 If yes, furnish particulars.....

.....

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

**Note:** The full details disclosed hereunder must correlate to “ownership information” as per Central Supplier Database (CSD).

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

In the presence of:

1. ....

2. ....

**CERTIFICATION OF CORRECTNESS**

**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**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)**

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
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration



Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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 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)

**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.

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

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1H: DECLARATION OF TENDER’S SUPPLY CHAIN MANAGEMENT PRACTISES(MBD8)**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL 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**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 11 : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION(MBD9)**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
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.

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

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



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1J: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

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

\* Insert separate page if necessary

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

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

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

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

\* Insert separate page if necessary

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

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

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

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

*Enterprise name* \_\_\_\_\_

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 1K: PARTICULARS OF TENDERER**

Tenderer: .....

Address: .....

.....

.....

.....

Contact Person: .....

Telephone Number: .....

Fax Number: .....

Bank: .....

Branch: .....

Name of Cheque Account: .....

Cheque Account Number: .....

Contact Person: .....

Telephone Number: .....

Guarantee: .....

Branch: .....

Contact Person: .....

Telephone Number: .....

VAT Registration No: .....

Attach original Tax Clearance Certificate to this page

Attach a letter from your bank to this page clearly stating your financial rating according to the codes on page ii, which must also be completed.

.....

**DATE**

.....

**SIGNATURE OF TENDERER**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 2A: TAX CLEARANCE 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 Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to apply to SARS for a Tax Clearance Certificate at any SARS branch office nationally.
2. SARS will issue a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Overall Tax Clearance status indicator of the bidder on the CSD must be **TAX COMPLIANT**.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must be Tax Compliant on the CSD.
5. Bidders must allow for timeous registration on the CSD and the application and issue of a Tax Clearance Certificate by SARS.
6. Applications for the Tax Clearance Certificates 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](http://www.sars.gov.za).

**A non-compliant tax status on the CSD will result in the bid not being awarded.**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 2 B: PROOF OF B-BBEE CERTIFICATION**

Bidders are required to submit an original and valid B-BBEE Status Level Verification Certificates or certified copies or the Sworn Affidavits together with their Bids to substantiate their B-BBEE rating claims

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 2C: Proof of Locality**

Proof of locality relates to the location of the office that will be dealing with the project. The following is the only acceptable documentation:

- Most recent municipal statement
- Valid Lease Agreement if premises are Leased

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 2 D: MUNICIPAL BILLING**

Proof that municipal rates and taxes and municipal service charges are not in arrears. The following is the only acceptable documentation:

- A valid Municipal Billing Clearance Certificate
- Most recent municipal statement
- Valid Lease Agreement if premises are Leased (only if lessee is not responsible for municipal services)

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 2E: SCHEDULE OF TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by the company in the past **10 years**.

No.	Employer, contact person and telephone number (Only Landline)	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

\*Insert separate page if necessary

Signed .....

Date .....

Name .....

Position .....

Tenderer



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 2F : CURRICULUM VITAE OF PERSONNEL**

The Tenderer must attach to this page, the organogram and copies of CVs for the key management personnel such as the Project Manager, Design Engineer and Resident Engineer who will be responsible for managing the contract works, as reflected in the Organogram.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**SCHEDULE 2G : METHODOLOGY**

The Tenderer must attach to this page, the approach proposal which responds to the proposed scope of work and outlines proposed approach/methodology and work plan complete with time frames.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**PART C1 : AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**C1.2 Contract Data**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 34/2022**

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

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

**CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA , MAKANA LOCAL MUNICIPALITY:**

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

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the services provider in terms of the conditions of contract identified in the contract data for the duration of the database.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name and signature  
of witness .....

Date .....

**2. ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C 3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now service provider), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer SARAH BAARTMAN DISTRICT MUNICIPALITY  
32 Govan Mbeki Avenue  
Gqeberha  
6000  
Tel: 041 508 7139

Name and signature  
of witness .....

Date .....

### 3. SCHEDULE OF DEVIATIONS

**Notes:**

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

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

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

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

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 34/2022**

**C1.2: CONTRACT DATA**

**CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER**

The following contract specific data, referring to the Standard Professional Services Contract, Third Edition of CIDB, 2009, are applicable to this Contract: CIDB document 1014. Each item of data given below is cross-referenced to the clause in the conditions of contract to which it mainly applies

Copies of these conditions of contract may be obtained on the tenderer's own cost from the CIDB website: [www.cidb.org.za](http://www.cidb.org.za) . The below conditions will be applicable to any specific project awarded under this contract.

Clause	Conditions of Contract
1.1	The Employer is the <b>Sarah Baartman District Municipality</b>
6.3.5	The authorized and designated representative of the Employer is: Name: <b>Ms. O. Kwababana</b>
5.4.1	The address of receipt of communication is: Telephone: <b>041 508 7139</b> E-mail: <b>okwababana@sbdm.co.za</b> Address: <b>32 Govan Mbeki Avenue, Gqeberha 6000</b>
2.3	CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA , MAKANA LOCAL MUNICIPALITY
10.2	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
10.1	The start date is the date by which the contract is signed.
5.4.1	Communication by e-mail / facsimile is not permitted.
5.5	The Services shall be executed in the Service Provider's own office and on the Project site that would be described in the brief when the need arise. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
5.6	The consultant may not release public or media statements or publish material related to the services or project under any circumstances.
5.8.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
5.11.1	The penalty payable is R1 500 per day subject to maximum of 30% of the contract value.
5.14.1	The programme shall be submitted within 14 days of the award of the contract.
5.14.2	The consultant shall update the programme at intervals not exceeding 12 weeks.
6.3.4	The Employer is required to assist in the obtaining of approvals, licences and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.10.3.1	The Consultant is required to provide the following insurances: 1. Insurance against professional indemnity Cover is 200% of the tendered amount Period of cover duration of the contract
9.1.1	The Consultant is required to provide personnel in accordance with the provisions of clause 9.2 and to complete the Personnel Schedule.
10.1	The Consultant is to commence the performance of the Services within 30 Days of date that the Contract becomes effective.
10.2.1	The contract is concluded when the Consultant has completed all the Deliverables in accordance with the Scope of Works, unless terminated in terms of the Contract.
10.5.1.1	The period of suspension under clause 10.5 is not to exceed 2 (two) consecutive years.



**BID:04/2023 CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**

11.1	Copyright of documents prepared for the Project shall be vested with the Employer.
13.1	A Consultant may subcontract any work which he has the skill and competency to perform in terms of clause 13 of the Contract.
14.2	Interim settlement of disputes is to be by adjudication.
14.3	Final settlement is by arbitration.
14.2.2	The adjudicator is the person appointed and agreed to by both Parties.
14.2.2	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by CESA.
15.4	Neither the Employer nor the Consultant is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 (ten) years from the date of termination or completion of the Contract.
15.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to twice the Contract Price (incl. VAT).
16.2	The interest rate will be prime interest of the Employer's bank plus 2%, at the time that the amount is due.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**PART 2 : DATA PROVIDED BY THE SERVICE PROVIDER**

Clause	Description												
1.2	The Service Provider is: ..... Address..... Telephone..... Facsimile.....												
1.1	The authorised and designated representative of the service provider is:  Name.....												
5.4.1	The address for receipt of communications is:  Telephone: ..... Facsimile: .....  Address (Postal) : ..... Address (Physical) : ..... ..... .....  E-mail address: .....												
10.2	The period of performance will be determined by the completion date of the contract												
9.1	The key persons and their jobs / functions in relation to the services are: <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Specific Duty</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Specific Duty	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Name	Specific Duty												
.....	.....												
.....	.....												
.....	.....												
.....	.....												
.....	.....												

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 04/2023**

**PART C2: PRICING DATA**

**C2.1 Pricing Instructions**

**C2.2 Pricing Schedule**

## C2.1 : PRICING INSTRUCTIONS

### 1. Instructions

For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

**Unit:** The unit of measurement for each item of work as defined in the Scope of Works.

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

**Rate:** The payment per unit of work for which the Service Provider tenders to do the work.

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

**Provisional Sum:** An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

**Prime Cost:** Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation.

Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed. The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.

Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.

A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

**BID:04/2023 CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**

All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

Arithmetical errors in the schedule of prices will be corrected in accordance with Clause F3.9 of the Standard Conditions of Tender.

**C2.1 : PRICING SCHEDULE**

**1. Schedule**

The Tenderer shall price each item in the schedule of prices in BLACK INK.

**Table A1 – Project Details**

Estimated Cost of Work (Including contingencies) CPA during the construction period and VAT	R 28 520 000
Approximate Project Duration (months)	18
Approximate Construction Duration (months)	12
Level of Construction Monitoring	Level 3-Full-time Construction Monitoring

**Table A2 – Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) for: Inception, Concept & Viability, Design development, Documentation & Procurement, Contract Administration & Inspection and Close Out**

Fee Category: Civil and Structural Engineering Services Pertaining to Engineering Projects	
Estimated Cost of Work	R 28 520 000
Percentage (%) Fee Tendered	%
Fee Amount Tendered	R
Percentage (%) Discount Offered ( Not Compulsory)	%
Discount Fee Amount Offered	R
<b>Percentage Offered Professional Fee for Engineering Services on this Project (Excluding VAT) Carried Forward To Table D1</b>	<b>R</b>

**Table A3 – Nominated Sub-service Providers**

Item	Description	Unit	Quantity	Rate	Amount
A3.1	a) Provision of Health and Safety Services During Design and Construction	Prov Sum	1	R350 000	R350 000
	b) Profit and attendance in respect of (a) above	%	R350 000		R
A3.2	a) Provision of Social Facilitation Services During Design and Construction	Prov Sum	1	R250 000	R250 000
	b) Profit and attendance in respect of (a) above	%	R250 000		R
<b>Total Offered for Nominated Sub-Service Providers (Excluding VAT) Carried Forward To Table D1</b>					<b>R</b>

**Table A4 – Monitoring of the Works Contact**

Item	Description	Unit	Quantity	Rate	Amount
A4.1	a) Resident Engineer	Months	12	R	R
	b) Environmental Control Officer duties as detailed in the specifications	Months	12	R	R
	b) Student Technician	Prov Sum	1	R140 000	R140 000
	c) Handling Cost and Profit in respect of (b) above	%	R140 000		R
A4.2	a) Travelling and Accommodation	Prov Sum	1	R370 000	R370 000
<b>Total Offered for Monitoring of Works Contract on this Project (Excluding VAT) Carried Forward To Table D1</b>					<b>R</b>

**Table B 1 – Detailed Investigations**

Item	Description	Unit	Quantity	Rate	Amount
B1.1	a) Provision of personnel and equipment for investigation, sampling and testing	Prime Cost	1	R	R
	b) Handling Cost and Profit in respect of (a) above	%			R
B1.2	a) Provision of Geotechnical Services	Prime Cost	1	R	R
	b) Handling Cost and Profit in respect of (a) above	%			R
B1.3	a) Provision of Survey Services	Prime Cost	1	R	R
	b) Handling Cost and Profit in respect of (a) above	%			R
B1.4	a) Provision of Traffic Services	Prov Sum	1	R150 000	R150 000
	b) Handling Cost and Profit in respect of (a) above	%			R
B1.5	a) Provision of Environmental Services	Prime Cost	1	R	R
	b) Handling Cost and Profit in respect of (a) above	%			
<b>Total Offered for Detailed Investigations on this Project (Excluding VAT) Carried Forward To Table D1</b>					<b>R</b>

**Table C 1 – Additional Duties**

Item	Description	Unit	Quantity	Rate	Amount
C1.1	<b>Project Liaison Committee</b>				
	a) Liaison meeting with the PLC during Design and Construction Phase	Prime Cost	1	R	R
	b) PLC stipend	Prov Sum	1	R45 000	R45 000
	c) Training of PLC members	Prov Sum	1	R30 000	R30 000
	d) Handling Cost and Profit in respect of (a), (b) and (c) above	%			R
C1.2	<b>Personnel Costs</b>				
	a) Category A	hr	10	R	R
	b) Category B	hr	10	R	R
	b) Category C	hr	15	R	R
	b) Category D	hr	15	R	R
C1.3	Recoverable expenses on agreed costs of typing, production, copying and binding of documents, reports and drawings	Prov Sum	1	R50 000	R50 000
<b>Total Offered for Additional Duties on this Project (Excluding VAT) Carried Forward To Table D1</b>					<b>R</b>



**Table C 2 – Reimbursable Rates**

Item	Description	Unit	Quantity	Rate	Amount
C2.1	<b>Travel and Accommodation</b>				
	a) Return Flight (Max rate per person)	Rate Only	1	R	Rate Only
	b) Vehicle (Max rate per kilometre)	Rate Only	1	R	Rate Only
	c) Accommodation (Max rate per person per night)	Rate Only	1	R	Rate Only
C2.2	<b>Colour Printing and Copying (Reports)</b>				
	a) Printing A4	Rate Only	1	R	Rate Only
	b) Copying A4	Rate Only	1	R	Rate Only
	c) Printing A3	Rate Only	1	R	Rate Only
	d) Copying A3	Rate Only	1	R	Rate Only
	e) A4 Printed or copied binder set	Rate Only	1	R	Rate Only
	f) A3 Printed or copied binder set	Rate Only	1	R	Rate Only
C2.3	<b>Colour Printing and Copying (Drawings)</b>				
	a) Printing and Copying A3	Rate Only	1	R	Rate Only
	a) Printing and Copying A2	Rate Only	1	R	Rate Only
	a) Printing and Copying A1	Rate Only	1	R	Rate Only
	a) Printing and Copying A0	Rate Only	1	R	Rate Only
	f) A3 Printed or copied binder set	Rate Only	1	R	Rate Only

Tenderer must fill in a rate against all the items listed above. The intention is that these rates will be used to claim for reimbursements provided for elsewhere as provisional sums

Travel and accommodation claims must be accompanied by proof of actual expenditure. The lowest of the above rates and actual may be claimed.

**Table D 1 – Summary of Pricing Schedule**

<b>SERVICE</b>	<b>FROM TABLE</b>	<b>AMOUNT</b>
Percentage Offered Professional Fee for Engineering Services	A2	R
Percentage Offered for Profit and Attendance on Health and Safety Agent/Officer	A3	R
Percentage Offered for Profit and Attendance on Social Facilitator	A4	R
Total Offered for Monitoring of Works Contract	A5	R
Total Offered for Detailed Investigations	B1	R
Total Offered for Additional Duties	C1	R
<b>Subtotal</b>		R
<b>Add 10 % Contingencies</b>		R
<b>Subtotal</b>		R
<b>Add 15 % VAT</b>		R
<b>Total Tender Amount</b>		R

Name of Tenderer.....

Signature

Date

.....

.....

**SARAH BAARTMAN MUNICIPALITY**

**BID NO: 04/2023**

**PART C3 SCOPE OF WORKS**

- C3.1 Background**
- C3.2 Project Description**
- C3.3 Scope of Professional Services**

## **1. Background**

The legislative mandate of local government requires that the area under its jurisdiction must be developed socially and economically. It is obligatory for the municipality to develop new infrastructure and maintain existing ones. The Sarah Baartman District Municipality seeks suitable professionals to design and supervise construction of roads in Makana Local Municipality.

The purpose of this tender is to appoint a suitably qualified Professional Service Provider (PSP) with proven experience to render professional civil engineering services.

## **2. Project description**

The project entails the rehabilitation of approximately 2.1kms for M Street and 1.2kms for Albert Rd to surfaced (block paving or asphalt) standard in Makhanda within Makana Local Municipality. The latest visual assessment condition (2020) done for both roads indicate an average Visual Condition Index (VCI) of 60%. Makana Local Municipality have indicated a preference for block paving surfacing however, the appointed service provider is expected to propose the most cost-effective option for the road rehabilitation.

## **3. Scope of professional services**

### **3.1 Normal services**

#### **3.1.1 Project inception stage**

This stage will establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies

The duties to be performed include but are not limited to the following:

- 1 Assist in developing a clear project brief.
- 2 Attend project initiation meetings.
- 3 Advise on procurement policy for the project.
- 4 Advise on the rights, constraints, consents and approvals.
- 5 Define the scope of services and scope of work required.
- 6 Conclude the terms of the agreement with the client.
- 7 Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- 8 Determine the availability of data, drawings and plans relating to the project.
- 9 Advise on criteria that could influence the project life cycle cost significantly
- 10 Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- agreed scope of services and scope of work
- signed agreement
- report on project, site and functional requirements
- schedule of required surveys, tests, analyses, site and other investigations
- schedule of consents and approvals and related timeframes.

### **3.1.2 Concept and viability stage**

This stage covers the preparation and finalisation of the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

The duties to be performed include but are not limited to the following:

- 1 Agree documentation programme with principal agent or consultant and other consultants involved.
- 2 Attend design and consultants' meetings.
- 3 Establish the concept design criteria.
- 4 Prepare initial concept design and related documentation.
- 5 Advise the client regarding further surveys, analyses, tests and investigations that may be required.
- 6 Establish regulatory authorities' requirements and incorporate into the design.
- 7 Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- 8 Establish access, utilities, services and connections required for the design.
- 9 Participate in coordinated design interfaces with architect or other consultants involved.
- 10 Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- 11 Provide cost estimates and life cycle costs, as required.
- 12 Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- concept design
- schedule of required surveys, tests and other investigations and related reports
- preliminary design
- cost estimates, as required

### **3.1.3 Design development stage**

In this stage the service provider develops the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

The duties to be performed include but are not limited to the following:

- 1 Review documentation programme with principal consultant and other consultants involved.
- 2 Attend design and consultants' meetings.
- 3 Incorporate client's and authorities' detailed requirements into the design.
- 4 Incorporate other consultants' designs and requirements into the design.
- 5 Prepare design development drawings including draft technical details and specifications.
- 6 Review and evaluate design and outline specification and exercise cost control.
- 7 Prepare detailed estimates of construction cost.
- 8 Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- 9 Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- design development drawings
- outline specifications
- local and other authority submission drawings and reports
- detailed estimates of construction costs.

### **3.1.4 Design documentation stage**

The service provider will prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

The duties to be performed include but are not limited to the following:

- 1 Attend design and consultants' meetings.
- 2 Prepare specifications and preambles for the works.
- 3 Accommodate services design.
- 4 Check cost estimates and adjust designs and documents, if necessary, to remain within budget
- 5 Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- 6 Prepare documentation for contractor procurement.
- 7 Review designs, drawings and schedules for compliance with approved budget.
- 8 Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
- 9 Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- 10 Prepare contract documentation for signature.

Deliverables will typically include:

- specifications
- working drawings
- budget construction cost
- tender documentation
- priced contract documentation.

### **OHS Requirements**

The Service Provider shall at all stages of the design development identify elements of the design that are inherently dangerous or hazardous during the construction phase and design in such a manner as to mitigate or eliminate the risk where possible. At the culmination of each development phase all identified dangers/hazards shall be listed and brought to the attention of the Employer and agreed hazards shall be emphasized and given prominence by way of notification on the drawings and separately listed in the respective phase-end reports. They shall appear in the drawings and the tender document for issue to a contractor.

### **Environmental Requirements**

Throughout the development of the project design the Service Provider shall liaise closely with the appointed EAP as he/she performs the environmental subservice. It is desirable that the EAP accompanies the Service Provider to the regular progress meetings to ensure accurate reporting on the state of the application for environmental approvals. The compilation of the various Environmental Management Programmes (EMPrs) that the respective relevant authorities require must be developed and submitted to the Employer for approval and later incorporation into the contract document.

### **3.1.5 Contract administration and inspection**

The service provider will manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

The duties to be performed include but are not limited to the following:

1. Attend site handover.
2. Issue construction documentation in accordance with the documentation schedule .
3. Carry out contract administration procedures in terms of the contract.
4. Prepare schedules of predicted cash flow.

**BID:04/2023 CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**

5. Prepare pro-active estimates of proposed variations for client decision-making.
6. Attend regular site, technical and progress meetings.
7. Inspect the works for conformity to contract documentation
8. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
9. Adjudicate and resolve financial claims by contractors.
10. Assist in the resolution of contractual claims by the contractor.
11. Establish and maintain a financial control system.
12. Clarify details and descriptions during construction as required.
13. Witness and review of all tests and mock-ups carried out on site.
14. Check and approve contractor drawings for compliance with contract documents.
15. Update and issue drawings register.
16. Issue contract instructions as and when required.
17. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
18. Inspect the works and issue practical completion and defects lists.
19. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include:

- schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates
- progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other statutory authorities.

#### Administration and Monitoring

##### a) Fulfilling the functions of the Engineer

The appointed Engineer for the project shall be that person listed in the tender as the Contracts Engineer, who shall be authorized by the Service Provider to carry out the work intended by the specifications and the duties required by the General conditions of contract (GCC).

The duties of the Engineer shall be in accordance with the Employer's standard requirements and shall, inter alia, include:

- Conduct meetings with affected communities and relevant forums, if necessary, to establish communication channels and to determine issues impacting on the construction phase.
- Appointment of suitable, able and competent site staff, together with the administration of such staff (including those of any independent Service Provider/s as approved).
- Arranging and attending monthly technical and site meetings and keeping minutes of such meetings.
- Making arrangements on behalf of the Employer for the provision and reproduction of such drawings and documents as may be required by the contractor and site staff for the execution of the works.
- Fulfilling all functions and obligations stated or implied for the Engineer, and delegated to the Engineer's Representative, in the Employer's Particular Conditions of Contract, Standard Specifications or Scope of Works or any other document applicable to the control and administration of a works contract.
- Issuing instructions to the Contractor, co-coordinating and generally inspecting the execution of the Works for compliance with the contract at such intervals as appropriate for the purpose of the proper inspection of the works, directing site staff and delegating the detailed and day-to-day supervision/inspection of the works and site administration.

**BID:04/2023 CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**

- Advising the Employer regarding the inspection and testing of such materials and plant as are usually inspected and tested and arranging for such inspection and testing to be carried out in accordance with current appropriate codes, manuals and guidelines.
- Ensure regular inspections by the design specialists for all work on the project.
- Approve all materials and ensure compliance of materials mix designs to the specifications.
- Monitor and report on conformance to all relevant Occupational Health and Safety legislation including regular internal audits to be conducted by the Service Provider's nominated specialist, arrangement for visits by the designer at identified critical phases of construction and recording/reporting of Section 24 incidents.
- Monitor and report on conformance to all relevant Environmental legislation and requirements.
- Review and analyse claims and/or disputes or differences that may arise between the Employer and Contractor. Present to the Employer the Engineer's review and analysis for discussion and consultation before the Engineer's decision is made known to the Parties. All duties with regard to disputes will be paid for under Additional duties.
- Provide the Employer with progress, monthly materials and laboratory and other reports on all aspects of material importance regarding the Works.

**b) Head office administration**

The Service Provider shall supply sufficient head office administrative support to the site personnel to ensure efficient and timeous administration of the Works Contract.

**c) Occupational Health and Safety obligations**

The Service Provider shall execute the duties of the Employer, as his appointed agent, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993). A Health and Safety Agent or Officer will be appointed by the Service Provider to undertake these duties as a nominated sub-Service Provider.

The Service Provider shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto.

**d) Monthly Technical and Site Meetings**

The appointed Engineer for the project shall visit the site at least 2 (two) times per month on separate occasions. One visit shall be scheduled for the Technical Meeting with a thorough site inspection with the Contractor and the Engineer's representative. A second visit shall be scheduled for the monthly Site Meeting with a thorough site inspection with the Contractor and Employer's representative.

**Establishment of supervisory personnel on site**

The Service Provider shall be required to provide a team on site to monitor, administer and measure the Works in accordance with the requirements of the Works Contract, Employer's standard requirements and industry good practice.

Provision has been made in the Pricing Schedule for the envisaged staffing requirement. The establishment of such staff, however, shall be subject to the approval of the Employer. For the envisaged scope of the works, the supervisory team will consist of at least the following:

- Resident Engineer
- Trainee (student)

The Employer shall be entitled to instruct the Service Provider to remove forthwith from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.



### **3.1.6 Close-out**

The service provider will fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

The duties to be performed include but are not limited to the following:

- 1 Inspect and verify the rectification of defects.
- 2 Receive, comment and approve relevant payment valuations and completion certificates.
- 3 Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- 4 Prepare and/or procure as-built drawings and documentation.
- 5 Conclude the final accounts where relevant.

Deliverables will typically include:

- valuations for payment certificates
- works and final completion lists
- guarantees and warranties
- as-built drawings and documentation
- final accounts.

## **3.2 Detailed assessment phase**

### Scope

This section covers the investigations preceding any design development. This process requires investigations to be undertaken either in-house or through the appointment of relevant sub-Service Providers.

### Investigations, Sampling and Testing

Investigations are deemed to be any type of investigation that probes into or removes from the pavement layers, sub-grades, structures' elements and other areas, e.g. cuttings, etc.

Supervision of intrusive investigations shall not be delegated, they shall be supervised and logged by the key person listed as the relevant design specialist.

Provision for investigations, sampling and testing has been allowed for in the Pricing Schedule.

The Service Provider shall submit for approval a schedule of proposed work for all field work, sampling and testing prior to commencement. Only SANAS accredited laboratories shall be permitted to carry out laboratory testing of materials. All testing shall be carried out in accordance with the methods specified in the relevant test methods.

### Geotechnical Services

This Sub-service work shall only be undertaken by suitably qualified and experienced personnel. Dependant on the scope and/or scale of such sub-services, supervision may be required on a full time or part time basis as determined by the Employer. The service provider's Geotechnical Engineer will be responsible for the acceptance of data collected during the investigation including amongst others, test pit profiles, laboratory test, etc. and the production of a factual geotechnical report. In addition, the geotechnical engineer will be responsible for an interpretive geotechnical report as well as a design geotechnical report required for fulfilling the design. The geotechnical engineer shall be involved during the construction phase in accordance with his/her obligation with regard to professional responsibilities

### Survey Services

All survey requirements must be identified by the Service Provider as early as possible during the Project Initiation stage in order to ensure that there will be sufficient time to undertake these surveys. It is important that the Service Provider familiarises himself with the requirements of TMH11: Standard Survey Methods in order to ensure that the survey deliverables will conform to the Employer's requirements. Surveyors must be suitably registered in terms of the Geomatics Profession Act, Act 19 of 2013. The Service Provider shall be responsible for the performance of their sub-Service Providers. All surveys are to be carried out to TMH11 standards.

Traffic Studies Services

All traffic monitoring requirements must be identified by the Service Provider as early as possible during the Project Initiation stage in order to ensure that there will be sufficient time to undertake these surveys. It is important that the Service Provider familiarises himself with the requirements of TMH3: Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Services and TMH14: South African Standard Traffic Data Collection Format in order to ensure that the traffic monitoring deliverables will conform to the Service Provider's requirements. All traffic monitoring is to be carried out to TMH3 and TMH14 standards

Environmental Services

The Service Provider shall identify all potential environmental issues relating to the envisaged scope of the Works during the Project Initiation stage, including areas where potential borrow pits and/or quarries may be located.

The environmental sub-Service Provider shall distinguish between the design and construction stages. The Employer recommends that the same sub-Service Provider fulfils the duties of the Environmental Assessment Practitioner (EAP) and later as the Environmental Control Officer (ECO), in accordance with the Mineral and Petroleum Resources Development Act (28 of 2002).

Specialist studies identified as being necessary do not form part of normal duties, and such services may have to be separately procured with the approval of the Employer.

### **3.3 Additional duties, special services and specialist advice**

#### Scope

This section covers additional work, other special services and specialist advice, reporting and other duties, including a dispute process, etc. that the Service Provider may be required to undertake over and above the normal duties and obligations as specified. It also covers the cost of structured engagement with Community Stakeholders and the Project Liaison Committee (PLC).

#### Additional Duties, Special Services and Specialist Advice

The Employer may order additional duties, special services and specialist advice that fall outside the specified scope. Such additional duties, special services and specialist advice may involve, but not be limited to:

- Additional design requirements
- Evaluation of alternative tenders as specified
- Special services and specialist advice as specified
- Establishment and liaison with Project Liaison Committee during the Construction Phases
- Disputes (including disputes between contractor and sub-contractors)

Allowance is made in the Pricing Schedule for payment on a time basis for any such work that may be required. The level of expertise necessary for any such work shall be concomitant with the issues to be addressed.

Any additional duties, special services and specialist advice shall be fully scheduled and submitted to the Employer for approval prior to the commencement therewith.

The category of personnel necessary to undertake the work shall be approved by the Employer in accordance with the following definitions:

- **Category A** shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
- **Category B** shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and execution of a project and/or carries responsibility for quality management pertaining to a project. (e.g. The Engineer for the project)

- **Category C** shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such person performs work of an engineering nature at this level. (e.g. the resident engineer for the project)
- **Category D** shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.

Rates have been provided for the different categories. The hourly rate provided under the different categories is deemed to include full compensation for all work related to the provision of additional duties extra-over the normal duties as specified and as ordered by the Employer.

## STAKEHOLDER AND COMMUNITY LIAISON

### a) Purpose

To give effect to the need for transparency and inclusion in the process of delivering services, the Service Provider shall liaise with the project Stakeholders and affected Communities for the duration of the contract's life cycle. This shall be achieved through structured engagement with the Project Liaison Committee (PLC) which will be established for this purpose.

### b) Stakeholders

Any Stakeholder who is affected by the Employer's operations in the Target Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

- Provincial departments.
- Sarah Baartman District Municipality
- Makana Local Municipality
- Traditional authorities.
- Community interest groups.
- Organised youth representation.
- Organised women representation
- Organised disabled people representation.
- Organised labour representation
- Other structured community groups such as religion, education, farming, etc.
- Transport industry.
- Business sector.
- Environmental interest groups.
- Road safety interest groups.
- Any other recognised relevant and representative structure

### c) Target Area for the sourcing of labour for Construction Contract

The target area for the sourcing of labour only needs to be defined in consultation with the Project Liaison Committee (PLC) and may typically include one or more Wards that are wholly located within an area within a predefined radius of the construction activity.

### d) Project Liaison Committee (PLC)

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community. A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. The PLC comprises representatives of the employer, the engineer and formal structures within the community.

**BID:04/2023 CONSULTING ENGINEERING SERVICES FOR THE UPGRADING OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes.
- devising fair and transparent procedures that will assist the contractor in the engagement of labour.
- advising on and monitoring labour issues.
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

a) Social Facilitator

A nominated sub-Service Provider for social facilitation shall be provided by the Service Provider.

### 3.4 Personnel Requirements

#### Key persons

The Service Provider's key persons listed under Contact Data (Part 2 Data Provided by the Service Provider) become a contractual commitment upon award. However, the Employer recognises that key persons may not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the contract. Any proposed change should be handled formally by way of written request and approval. Replacement personnel shall be of same or better competence and experience as those initially accepted.

#### Minimum requirements

Key Personnel Capacity Requirements	Minimum Qualification/Registration	Other Requirements
Design Engineer	Pr. Tech Eng	Registered with ECSA
Project Manager	SACPCMP or Pr. Tech Eng	Registered with SACPCMP or ECSA
Resident Engineer/Engineer's Representative	Pr. Techni Eng	Registered with ECSA

#### Sub-Service Capacity Requirements

The minimum qualifications and requirements for the service and sub-Service Provider's personnel shall be as indicated in the table below.

#### Minimum Requirements

Key Personnel Capacity Requirements	Minimum Qualification/Registration	Minimum Relevant Experience	Other Requirements
Surveyor	Registered Professional Surveyors	5	Member of SAGC
Environmental Assessment Practitioner	Registered Environmental Assessment Practitioner	5	Member of EAPASA
Geotechnical Engineer	Pr. Tech Eng	5	Registered with ECSA

- *Engineering Council of South Africa (ECSA)*
- *Environmental Assessment Practitioners Association of South Africa. (EAPASA)*
- *South African Geomatics Council (SAGC)*

- *Relevant experience is the actual number of years, measured from the date of acquiring the base qualification (either B.Eng / BSc.Eng or B.Tech for Pr.Eng or Pr.Tech Eng respectively and diploma for Pr.Techni Eng), and worked in the field of the specified position.*

### **3.6. Meetings and Liaisons**

Meetings between the Employer and the Service Provider are formal occasions. The Employer shall perform the duties of chairperson and the Service Provider the secretarial services. Meetings and liaisons shall be scheduled according to the Service Provider's approved programme to discuss and record the progress of the Services.

Draft copies of all reports, design and tender documents submitted for review shall be discussed at specially convened meetings prior to their finalisation.