



LEJWELEPUTSWA DISTRICT MUNICIPALITY

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP
STORMWATER INFRASTRUCTURE MASTER PLANS FOR LEJWELEPUTSWA
DISTRICT MUNICIPALITY.**

CONTRACT NO: RFP 115/02/2022

TENDER SUBMITTED BY:

Name of Company

Address

Telephone Number

Tender Amount (Including
VAT)

ISSUED BY:	PREPARED BY:
LEJWELEPUTSWA DISTRICT MUNICIPALITY Physical Address: Corner Jan Hofmeyer and Tempest Road Welkom 9460 Postal Address: P.O. Box 2163 Welkom 9460 Telephone: 057 391 8906 Facsimile: 086 547 8092	Directorate: Technical Services LEJWELEPUTSWA DISTRICT MUNICIPALITY Physical Address: Corner Jan Hofmeyer and Tempest Road Welkom 9460 Contact Person: Mr. Brian Lehlekiso Cell Number: 081 047 8265

CLOSING DATE: 04 MARCH 2022

CLOSING TIME: 12:00 pm

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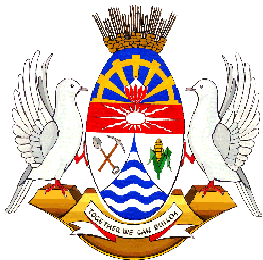
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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Evaluation Criteria

T1.1: TENDER NOTICE AND INVITATION TO TENDER



LEJWELEPUTSWA

DISTRICT MUNICIPALITY

Office of the District Municipal Manager

Cnr. Jan Hofmeyer & Tempest Road
P.O. Box 2163
WELKOM
9460
Tel: (057) 353 3094/5/8/9
Fax: (057) 353 3382

INVITATION TO BID

BIDS ARE HEREBY INVITED FROM SUITABLE AND EXPERIENCED SERVICE PROVIDERS

TENDER NO.	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT	SPECIFIC APPLICABLE TERMS	TECHNICAL ENQUIRIES CONTACT PERSON	CLOSING DATE & TIME
RFT 104/02/2022	APPOINTMENT OF A SERVICE PROVIDER FOR TELEPHONE MANAGEMENT AND DATA NETWORK SYSTEM FOR A PERIOD OF 36 MONTHS.	80/20 80 – Price 20 – BBBEE Functionality 70% minimum threshold required	N/A	MBD1, MBD3.1, MBD4, MBD6.1, MBD8 & MBD9 Compulsory Briefing Session 24/02/2022 at 10h00 – LDM Offices.	Mr M Segalo msegalo@lejwe.co.za	04 March 2022 at 12H00
RFP 105/02/2022	APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE LEGAL SERVICES FOR LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS.	Compliance with mandatory conditions and requirements.	N/A	MBD1, MBD4, MBD6.1, MBD8 & MBD9	Mr C Peterson christopher@lejwe.co.za	04 March 2022 at 12H00
RFP 106/02/2022	APPOINTMENT OF A PANEL OF TRAVEL MANAGEMENT AGENCIES FOR LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS.	Compliance with mandatory conditions and requirements.	N/A	MBD1, MBD4, MBD6.1, MBD8 & MBD9	Mr P.K Pitso secfinance@lejwe.co.za	04 March 2022 at 12H00
RFT 107/02/2022	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER OPERATIONAL VEHICLES FOR LEJWELEPUTSWA DISTRICT MUNICIPALITY.	80/20 80 – Price 20 – BBBEE	N/A	MBD1, MBD3.1, MBD4, MBD6.1, MBD8 & MBD9	Mr D Linoko duncan@lejwe.co.za	04 March 2022 at 12h00
RFT 108/02/2022	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER A LUXURY VEHICLE.	80/20 80 – Price 20 – BBBEE	N/A	MBD1, MBD3.1, MBD4, MBD6.1, MBD8 & MBD9	Mr D Linoko duncan@lejwe.co.za	04 March 2022 at 12h00
RFT 109/02/2022	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER A LUXURY VEHICLE.	80/20 80 – Price 20 – BBBEE	N/A	MBD1, MBD3.1, MBD4, MBD6.1, MBD8 & MBD9	Mr D Linoko duncan@lejwe.co.za	04 March 2022 at 12h00
RFT 110/02/2022	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER A TRACTOR-LOADER BACKHOE (TLB).	80/20 80 – Price 20 – BBBEE	N/A	MBD1, MBD3.1, MBD4, MBD6.1, MBD8 & MBD9	Mr D Linoko duncan@lejwe.co.za	04 March 2022 at 12h00

T1.1: TENDER NOTICE AND INVITATION TO TENDER

RFT 111/02/2022	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER A TRUCK AND LOW-BED TRAILER.	80/20 80 – Price 20 – BBBEE	N/A	MBD1, MBD3.1, MBD4, MBD6.1, MBD8 & MBD9	Mr D Linoko duncan@lejwe.co.za	04 March 2022 at 12h00
RFT 112/02/2022	APPOINTMENT OF A CONTRACTOR FOR ELECTRIFICATION OF SMME YOUTH BUSINESS CORNER IN MELODING, NYAKALLONG AND KUTLWANONG.	80/20 80 – Price 20 – BBBEE <u>Functionality</u> 70% minimum threshold required	N/A	MBD1, MBD3.1, MBD4, MBD6.1, MBD8 & MBD9 CIDB registration of 2EP or higher. Compulsory VIRTUAL briefing session will be held on 24/02/2022 at 11h00. (Bidders who would like to participate in the compulsory briefing session must send their request to quotation@lejwe.co.za by later than 13h00 on the 23/02/2022, from which they will be provided with a link for the briefing session)	Mr B Lehlekiso brian@lejwe.co.za	04 March 2022 at 12h00
RFP 113/02/2022	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE DEVELOPMENT OF A LOCAL ECONOMIC DEVELOPMENT STRATEGY AND IMPLEMENTATION PLAN FOR LEJWELEPUTSWA DISTRICT MUNICIPALITY.	80/20 80 – Price 20 – BBBEE <u>Functionality</u> 70% minimum threshold required	N/A	MBD1, MBD3.3, MBD4, MBD6.1, MBD8 & MBD9	Mr T Skele thamiskele@lejwe.co.za	04 March 2022 at 12h00
RFP 114/02/2022	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP STORMWATER INFRASTRUCTURE MASTER PLAN FOR LEJWELEPUTSWA DISTRICT MUNICIPALITY.	80/20 80 – Price 20 – BBBEE <u>Functionality</u> 70% minimum threshold required	N/A	MBD1, MBD3.3, MBD4, MBD6.1, MBD8 & MBD9	Mr B Lehlekiso brian@lejwe.co.za	04 March 2022 at 12h00
RFP 115/02/2022	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP ELECTRICAL INFRASTRUCTURE MASTER PLAN FOR LEJWELEPUTSWA DISTRICT MUNICIPALITY.	80/20 80 – Price 20 – BBBEE <u>Functionality</u> 70% minimum threshold required	N/A	MBD1, MBD3.3, MBD4, MBD6.1, MBD8 & MBD9	Mr B Lehlekiso brian@lejwe.co.za	04 March 2022 at 12h00
CONDITIONS For the purpose of the above tenders, specified MBD forms must be scrutinized, completed and submitted together with your proposal. Non-adherence to this request will lead to disqualification. CIPC Company registration certificate, Certified copies of directors Identity Documents. A valid SARS Tax Clearance Certificate and the tax compliance status pin to be submitted. It is the responsibility of the bidder to ensure that the company's Tax Status remains complaint at ALL times. Bidders MUST be registered on National Treasury Central Supplier Database. In order to claim preference points a valid original or certified B-BBEE status level verification certificate or a sworn affidavit completed on the DTI format must be submitted to validate the claim. Joint ventures must submit a consolidated BBBEE certificate with SANAS accreditation. Proposal must be on an official letterhead of the company. Only firm prices will be accepted.						
DOCUMENTS ARE AVAILABLE FROM:			ALL TENDER DOCUMENTS TO BE SUBMITTED AT:			
Lejweleputswa District Municipality website: www.mylejweleputswa.co.za National Treasury e-Tender portal			LEJWELEPUTSWA DISTRICT MUNICIPALITY OFFICES: CORNER JAN HOFMEYER AND TEMPEST ROAD WELKOM 9459			
ALL SCM RELATED INQUIRIES MUST BE DIRECTED TO: Cathy Baloyi @057 101 0187 or cathy@lejwe.co.za						

Ms. PME KAOTA
DISTRICT MUNICIPAL MANAGER

T1.2: TENDER DATA

The Standard Professional Services Contract (latest) contained in the CIDB shall apply to this bid. The conditions of tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015.

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

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording / Data
3.1	The Employer is the Lejweleputswa District Municipality.
3.2	The Tender Documents issued by the Employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 – Tender notice and invitation to tender T1.2 – Tender Data Part T2: Returnable Documents T2.1 – List of Returnable Documents T2.2 – Returnable Schedules THE CONTRACT Part C1: Agreements and Contract Data C1.1: Form of Offer and Acceptance C1.2: Contract Data Part C2: Pricing Data C2.1: Pricing Instructions C2.2: Pricing Schedule and Quantities Part C3: Scope of Works C3.1: Employers Objective C3.2: Site Location C3.3: Project Scope and Objective C3.4: Consultants Fees
3.4	Lejweleputswa District Municipality's contact details are as follows: Name: Brian Lehlekiso Adress: Corner Jan Hofmeyer and Tempest Road, Welkom, 9460 Tel: 081 047 8265 E-mail: brian@lejwe.co.za

Clause	Wording / Data
3.5.1	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 cancellation and rejection but will give written reasons for such action upon written request to do so.
3.6.1	Add the following: “The tenderer shall provide a Personnel as listed below in the Contract Data. Only tenderers who have, in their employment, suitably experienced Key Persons who will be available for the execution and completion of this project are eligible to submit tenders. The following shall be the Key Personnel. <u>Team Leader:</u> A Bachelor Degree in Civil Engineering Registered Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 Must have 5 years Civil engineering experience in transport infrastructure services provision Planning, Design and Project Management of civil/transport engineering infrastructure required in municipal engineering services provision. <u>Transport Technologist:</u> A Bachelor Degree in Civil/Transport Engineering Registered Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 Must have 5 years civil engineering experience in transport infrastructure services provision Planning, design and project management of civil/transport engineering infrastructure required in municipal engineering services provision. <u>Town Planner:</u> A Bachelor Degree in Town planning. Registered Professional Planner in terms of the Planning Profession Act, 2002 (Act 36 of 2002). Must have 5 years experience in spatial development planning in municipal environment; Management processes as it relates to the built environment. <u>GIS Specialist:</u> A Bachelor Degree in Geographical Sciences (GIS)/ Bachelors of Science in Environmental Management (GIS), Professional registration as a Professional with SAGC; Must have 5 years' experience in Managing collection, visualization and capturing of data from various formats and sources, spatial mapping and analysis of energy infrastructure related projects, manage, design and implement a database to store required data sets.

Clause	Wording / Data
	□ The above personnel are to be in the permanent employ of the tenderer or if not, appropriate Sub Consultant agreements (agreement signed between the parties for specialised services to be rendered for the contract) must be submitted with the tender; and □ be available to execute the required duties and responsibilities on this project, should the tenderer's offer be accepted. Tenderers shall provide proof of the Key Persons' <u>experience</u> in a <u>detailed and project specific</u> Curriculum Vitae (refer Schedule 3B: List of Key Personnel) of the Returnable Schedules).
4.7	There will be no compulsory briefing
4.12	No alternative offers will be considered.
4.13.1	Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works The amount reflected on the Form of Offer takes precedence over any other Total Amount indicated elsewhere in the bidder's tender submission. If the Form of Offer does not state a value or figure, the bidder will be regarded as having made no offer. The Tender Document is not to be disassembled. Any additional Returnables, CV's etc. are to be submitted in a separate ring-bound document properly indexed for ease of cross-referencing to the original tender document. The original tender offer shall be submitted without any copies.
4.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5	The Employer's address for delivery of tender offers and identification details is as per the Bid Advert and Invitation to Bid (T1.1).
4.13	A two-envelope procedure <u>will not</u> be followed.
4.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1. Bid closing: it is the responsibility of the bidders to ensure that bid documents/proposals are submitted on or before closing time and at the correct location. Bidders who use courier services are responsible to ensure delivery is at the correct place/location and time as the department will not be held responsible for wrong delivery.
4.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
4.16	The tender offer validity period is as per Bid Advert and Invitation to Bid

Clause	Wording / Data
	(T1.1).
5.4	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Bid Advert and Invitation to Bid (T1.1).
F.3.9.1	Add a new bullet : “In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested – (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender.”
F.3.13.1	Tender offers will only be acceptable if: a) the tenderer has completed and signed Form 1B (Certificate of Authority for Signatory) if applicable; b) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory); c) all relevant certified information is submitted with the Tender; d) all other Tender Conditions are complied with. Add the following: Note that the successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award.
	<u>Bid Closing</u>: it is the responsibility of the bidder(s) to ensure that the bid document/proposals are submitted before or on closing time and the correct location as the department will not take responsibility for any wrong delivery. Bidders who use courier services are responsible to ensure delivery is at the correct place /location and time.
F.3.17	The number of copies of the signed contract to be provided by the employer is one.

T1.3: EVALUATION CRITERIA

1.3.1 EVALUATION OF TENDERS ON QUALITY/FUNCTIONALITY

The procedure for the evaluation of responsive tenders is Method 2: Functionality, Price and Preference. In the case of a functionality;

- Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.

- No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

The criterion for evaluating the functionality points was based on the following;

Key Personnel : 45

Previous SIMILAR relevant Experience (Company) : 45

Method statement : 10

The breakdown of the functionality scoring is provided in the table below:

Evaluation Criteria		Points Allocation
Key Personnel		45
TEAM LEADER (Referrer to Clause 3.6.1 on the Tender Data Section for Working Experience)	1. CV with correct training and experience 2. Proof of Professional registration with ECSA	5 5
TRANSPORT TECHNOLOGIST (Referrer to Clause 3.6.1 on the Tender Data Section for Working Experience)	1. CV with correct training and experience 2. Proof of Professional registration with ECSA	5 5
TOWN PLANNER (Referrer to Clause 3.6.1 on the Tender Data Section for Working Experience)	1. CV with correct training and experience 2. Proof of Professional registration with Professional Body	5 10
GIS (Referrer to Clause 3.6.1 on the Tender Data Section for Working Experience)	1. CV with correct training and experience 2. Proof of Professional registration with Professional Body	5 5
Previous SIMILAR relevant Experience (Company)		45
Number of similar projects complete (Attach Completion Letter)	Maximum of 3 in the past 5 years	15 each completed
Method statement		10
Not included		0
Included		5
Acceptable quality		10
TOTAL		100

- Tenders that have achieved the minimum qualification score of **70 points** for functionality must be evaluated further in terms of the preference points system.

TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents
- T2.2 Returnable Documents

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables 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 submit, return, complete and sign **all the information, documents and schedules, as requested.**

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

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- MBD1 Part A Invitation to Bid
- MBD4 Declaration of Interest in Tender of Persons in Service of the State
- MBD6.1 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017
- 1C Compulsory Enterprise Questionnaire
- MBD8 Declaration of Tenderer's Past Supply Chain Management Practises
- 1D Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1E Schedule of Contracts Awarded to Tenderer by Organs of State
- MBD9 Certificate of Independent Bid Determination
- 1G Proposed Amendments
- 1H Proof of Registration with the Supplier Database
- 1I Quality Assurance Certification
- 1J Proof of Professional Indemnity Insurance
- 1K Proof of Registration with Professional Bodies
- 1L Bank Confirmation

2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)

- 2B Municipal Billing Clearance Certificate/ Lease Agreement

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3B List of Key Personnel

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

1A: STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

- ☐ Public Company
- ☐ Private Company
- ☐ Closed Corporation
- ☐ Partnership
- ☐ Sole Proprietary
- ☐ Joint Venture
- ☐ Co-operative

2. Information to be provided (Attached to the tender)

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company. Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership

If the Tendering Entity is a:		Documentation to be submitted with the tender
		Copy of the Partnership agreement
6	Co-operative	CIPRO CR 2 – Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes ☐

No ☐

REGISTRATION NO:

1B: AUTHORITY FOR SIGNATORY

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

A Company	B Partnership	C Joint Venture / Consortium	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, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

NAME	CAPACITY	SIGNATURE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

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, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby authorise * Mr / Ms, acting in the capacity of lead partner, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all partners to the * Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:

* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

D Certificate for Sole Proprietor

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

As witnesses:

1. Signature:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
.....,

hereby authorize * Mr / Mrs, acting
in the capacity of, to sign all
documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

MBD 1 (PART A) INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:	RFP NO.: 114/02/2022	CLOSING DATE:	04/03/2022
		CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP STORMWATER INFRASTRUCTURE MASTER PLANS FOR LEJWELEPUTSWA DISTRICT MUNICIPALITY.		

LEJWE LE PUTSWA DEVELOPMENT AGENCY
333 GERRIE KEMP BUILDING 2ND FLOOR
STATEWAY
WELKOM
9460

OR

BID RESPONSE DOCUMENTS MAY BE POSTED TO:

ACTING CEO
LEJWE LE PUTSWA DEVELOPMENT AGENCY
333 GERRIE KEMP BUILDING 2ND FLOOR
STATEWAY
WELKOM
9460

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. B. Lehlekiso
CONTACT PERSON	Ms. Cathy Baloyi	TELEPHONE NUMBER	(057)391-8906
TELEPHONE NUMBER	(057)391-8906	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	brian@lejwe.co.za
E-MAIL ADDRESS	cathy@lejwe.co.za		

MBD 1 (PART B) TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

MBD4: DECLARATION OF INTEREST – COMPULSARY

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

3.1 Full Name:

3.2 Identity Number:

3.3 Position occupied in the Company (Director, trustee, shareholder).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all the directors/ trustees/shareholders member, 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.....

* 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.

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?

3.10.1If yes, furnish particulars.

.....

YES/NO

.....

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?

3.11.1If yes, furnish particulars

YES / NO

.....

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in other related companies or business whether or not they are bidding for this contract?

YES / NO

3.14.1 If yes, furnish particulars.

.....

.....

.....

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

Full Name	Identity Number	State Employee Number (applicable of employed by government (state))

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

Commissioner of Oaths

1C: 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 | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any 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) |
| ☐ an official of any municipality or municipal entity | |

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 | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ 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 the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

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

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Enterprise name

**MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- (a) The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included);
 and
- (b) The 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000.00 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

1.4.1.1 PRICE	80 POINTS
-------------------------	------------------

1.4.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20 POINTS
---	------------------

Total points for Price and B-BBEE must not exceed	100 POINTS
--	-------------------

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- 2.15 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.16 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.17 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 2.18 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.19 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.20 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

Score the financial offers using the following formula:

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

For 80/20

or

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

For 90/10

Where

P_s	=	Points scored for price of bid under consideration
P_t	=	Price of bid under consideration
$P_{\min}$	=	Price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant Contributor	0	0

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO**
(delete which is not applicable)

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?

- (iv) whether the sub-contractor is an EME or QSE? **YES / NO**
(delete which is not applicable)

- (v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9 DECLARATION WITH REGARD TO COMPANY / FIRM

9.1 Name of firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM [Tick applicable box]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION [Tick applicable box]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE

Compulsory Format for Sworn Affidavit for Exempted Micro Enterprise

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation. i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- ☐ The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:
- ☐ Black Youth % = _____%
 - ☐ Black Disabled % = _____%
 - ☐ Black Unemployed % = _____%
 - ☐ Black People living in Rural areas % = _____%
 - ☐ Black Military Veterans % = _____%

☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Compulsory Format for Sworn Affidavit for Qualifying Small Enterprises

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

☐ The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Black Designated Group Owned % Breakdown as per the definition stated above:

☐ Black Youth % = _____%

☐ Black Disabled % = _____%

☐ Black Unemployed % = _____%

☐ Black People living in Rural areas % = _____%

☐ Black Military Veterans % = _____%

☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

**1D: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE
CLIENTS OR ORGANS OF STATE**

(Organs of State include any Local, Provincial or National Government Authority)

The following is a statement of **similar work** successfully executed by myself/ourselves:

Employer, Contact Person, Email Address and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1E: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE

(Organs of State include any Local, Provincial or National Government Authority)

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

SignedDate

NamePosition

Tenderer

MBD8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied) The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)	Yes	No
	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

ITEM	QUESTION	RESPONSE	
	If so, furnish particulars:		
	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4	If so, furnish particulars:		
	Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?	Yes	No
4.5	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

MBD9: 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* 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.

*** 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.**

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

Signed

Date

Name

Position

Tenderer

1G: PROPOSED AMENDMENTS

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

The Tenderer's attention is drawn to Clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1H : PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

All existing and prospective service providers/creditors to the Lejweleputswa District Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

11 : PROOF OF QUALITY ASSURANCE CERTIFICATION

Tenderers to submit proof of Quality Assurance Systems employed in his office in order to ensure compliance ISO 9001: Certification to this page.

1J : PROOF OF PROFESSIONAL INDEMNITY INSURANCE

Tenderers to submit proof of Professional Indemnity Insurance to this page.

1K :

PROOF OF REGISTRATION WITH PROFESSIONAL BODIES

Tenderers to submit proof of Registration with Professional Bodies to this page.

1L : BANK CONFIRMATION

Tenderers to submit Bank Confirmation to this page.

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

Should the tenderer not be based in the Lejweleputswa District Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he/she is based.

3B: LIST OF KEY PERSONNEL

The tenderer shall insert the Name, Qualification and Years of Experience of Key Personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NAME	QUALIFICATION	YEARS EXPERIENCE
Team Leader			
Transport Engineer / Technologist**			
Town Planner			
GIS			

Refer to Tender Data Clause F.3.6.1 for mandatory minimum requirements of Key Personnel.

The CV's of all the above personnel must be attached, in which they highlight their previous experience. Certified copies of Qualifications and Registrations as stipulated as minimum requirements for Key Personnel must be submitted, or else the tender will be considered incomplete. Proof of adherence to the minimum requirements as per Clause F.3.6.1 of the Tender Data must be clearly indicated and substantiated with proof. The Company Profile of the tenderer must also be submitted.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Disclosure Statement

C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following Works:

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP STORMWATER INFRASTRUCTURE
MASTER PLANS FOR LEJWELEPUTSWA DISTRICT MUNICIPALITY.**

The Tenderer, identified in the Offer signature block below, 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 Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

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

..... Rand (in words); R (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

For the **Tenderer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

.....

.....

.....

.....

.....

Signature and Name of Witness:

.....

Signature

.....

Name

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 Contractor 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 the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of 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 of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to 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 Contractor) within five (5) 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.

For the **Employer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

7. Subject:

Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

.....

Signature

.....

Name

.....

Capacity

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

For the Employer:

.....

.....

.....

Name and Address of Organisation

.....

.....

.....

.....

.....

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.....

4. CONFIRMATION OR RECEIPT

The Tenderer, (now Professional Service Provider), identified on the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (month)

20 (year)

at (place)

For the **Professional Service Provider**:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

The CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014) is applicable to this Contract and are obtainable from www.cidb.co.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014), are applicable to this Contract:

Clause	Description / Wording
3.4 and 4.3.2	The Employer is the Lejweleputswa District Municipality. The authorised and designated representative of the Employer is: Name: Mr Brian Lehlekiso The address for receipt of communications is: Telephone: 057 391 8906 Cell No: 081 047 8265 Faxsimile: 086 547 8092 E-mail: brian@lejwe.co.za Street Address: Corner Jan Hofmeyer and Tempest Road, Welkom, 9460 Postal Address: PO Box 2163, Welkom, 9460.
1	The Project is for the Appointment of Professional Service Provider (PSP) to Develop Stormwater infrastructure Master Plans for Lejweleputswa District Municipality.
3.5	The Site Location is indicated in Par C3.2 of the Scope of Works.
3.6	The Service Provider may not release public or media statements or publish material related to the services or Project under any circumstances.
3.12	The penalty payable is R2,000.00 per Day Subject to a maximum amount of R50,000.00.
3.15.1	The programme shall be submitted within 14 Days of the award of Contract.
3.16	Time based fees shall not be adjusted for inflation.
4.3.1(d)	The Service Provider may be required to assist in the obtaining of approvals, licences and permits from the state, regional or municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide professional indemnity cover. The Service Provider is required to provide the following insurances: - Professional Indemnity Cover minimum per claim is: R10,000,000.00 Period of Cover: Duration of the Contract - Public Liability Cover is: Not less than R1,000,000.00 per single event. Period of Cover: Duration of the Contract
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: ☐ Incurring costs that will result in the exceeding of the Form of Offer; ☐ Making deviations from the Contract.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Professional Service Provider is to commence the performance of the Services within seven Days of date that the Contract becomes effective.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 8 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	The Service Provider may only subcontract any work which he has the skill and competency to perform if approved so in writing by the Employer.
12.1	Interim settlement disputes is to be by mediation.

12.2	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R5,000,000.00 for each party.
15	The interest rate will be prime interest rate of the Employer's bank account.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Description / Wording																														
1	The Service Provider is Adress:..... Telephone: Faxsimile:																														
5.3	The authorised and designated representative of the Service Provider is: Name:..... The address for receipt of communications is: Telephone: Faxsimile: Adress:																														
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1"> <thead> <tr> <th>Name</th><th>Specific Duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific Duties																												
Name	Specific Duties																														

C1.3: DISCLOSURE STATEMENT

**PRO FORMA
DISCLOSURE STATEMENT**

Date:

Contract:
(Name)

Professional Service Provider:
(Name)

Employer:
(Name)

Employers Agent:
(Name)

Dear Sirs

I am willing and available to serve as (ad-hoc / standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- ☐ I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- ☐ I have had no previous involvement in this project.
- ☐ I do not have any financial interest in this project.
- ☐ I am not currently employed by the Contractor, Employer or Employers Agent.
- ☐ I do not have any financial connections with the Contractor, Employer or Employers Agent.
- ☐ I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
- ☐ I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full:

Signature:

CONTRACT

PART 2 (OF 4): PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Pricing Schedule and Summary

C2.1: PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 Standardized Specifications”.
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the “Reference Clause” or “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

- C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**
- C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	Millimetre	h	=	hour
m	=	Metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000kg)
m ²	=	square metre	No	=	Number
m ² .pass	=	square metre-pass	Sum	=	Lump Sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	PC Sum	=	Prime Cost Sum
ℓ	=	Litre	Prov Sum	=	Provisional Sum
kℓ	=	kilolitre	Lab.month	=	Labourer.Month
MPa	=	Mega Pascal	%	=	per cent (percentage)
Mℓ	=	Mega litre	kW	=	kilowatt

- C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

NOTE: CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2 PRICING SCHEDULE AND SUMMARY

1: PROFESSIONAL SERVICES					
Item No	Description	Unit	Quantity	Rate	Amount (R)
1.1	Inception	Sum	1		R
1.2	Status Quo Analysis	Sum	1		R
1.3	Future Demand, Needs, Challenges, Analysis and Modelling	Sum	1		R
1.4	District Stormwater Master Plan	Sum	1		R
1.5	Close-Out report	Sum	1		R
2: ADDITIONAL DUTIES					
2.1	Additional duties by Service provider				
	(a) Personnel – Team Leader	Hour			R/O
	(b) Personnel – Transport Engineer / Technologist	Hour			R/O
	(c) Personnel – Town Planner	Hour			R/O
	(d) Personnel – GIS	Hour			R/O
	SUB-TOTAL				R
	VAT 15%				R
	GRAND TOTAL CARRIED FORWARD TO FORM OF OFFER				R

Notes:

- Hourly Rates are not subject to Contract Price Adjustment (Clause 3.16 of the Conditions of Contract).
- The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

SCOPE OF WORKS

C3.1 EMPLOYER'S OBJECTIVE

C3.2 SITE LOCATION

C3.3 BACKGROUND

C3.4 SCOPE OF WORK

C3.5 WORK PLAN

C3.6 PERFORMANCE

C3.7 ASSIGNMENT COST

C3.8 CONSULTANT FEES

C3.1 EMPLOYER'S OBJECTIVES

The overall project objective is to develop a District Integrated Stormwater Master Plan that comprises of a long term integrated plan (20-30 yrs.); Three-to-Five year's Capital and Operational Plan and a One-year Project and Budget plan for local municipalities within Lejweleputswa District.

C3.2 SITE LOCATION

- Nala Local Municipality
- Tokologo Local Municipality
- Masilonyana Local Municipality
- Tswelopele Local Municipality

C3.3 BACKGROUND

Local Municipalities within the district do not have the stormwater management master plan in place. Stormwater management master plan is necessary to protect public safety and infrastructure while meeting regulatory requirements. Due to aging infrastructure, land use changes from development, and recent extreme rainfall events, the development of a comprehensive Stormwater Management Master Plan was identified as a need. Currently the Local Municipalities do not have capacity for the development of the stormwater management master plan.

It is for the reasons mentioned above that Lejweleputswa District Municipality with its capacity to assist with the master plan for stormwater management for Local Municipalities.

C3.4 SCOPE OF WORK

The objectives of the abbreviated Stormwater Master Plan are:

- A status quo evaluation of the stormwater systems already in place;
- an engineering determination of the required elements of stormwater systems; and
- a prioritisation of projects required to manage, complete and maintain the stormwater scheme(s) in the short, medium and long term.

In terms of planning hierarchy, a Stormwater Master Plan fits in between a Catchment and River Management Plan and a Local Stormwater Plan. In practice, a Stormwater Master Plan concerns the functioning of bulk infrastructure within a catchment, and includes implementation tasks and schedules. However, it is difficult to determine implementation details in advance, as many variables are involved.

PURPOSE OF STORMWATER MANAGEMENT

- The principles on which stormwater management is based are as follows:
- The need to protect the health, welfare and safety of the public and to protect property from flood hazards by safely routing and discharging stormwater;
- the quest to improve the quality of life of affected communities;
- the opportunity to conserve water and make it available to the public for beneficial uses;
- the responsibility to preserve the natural environment;
- the need to strive for a sustainable environment while pursuing economic development;

- the desire to provide optimum methods of controlling runoff in such a way that the main beneficiaries pay in accordance with their potential benefits;
- the need to ensure that artificial loading on wastewater treatment works (WWTW) is minimised; and
- the need to minimise the influence of faecal contamination in stormwater runoff.

While these goals may be reflected in other disciplines – and indeed may even be in apparent conflict with one another – specific objectives supporting these overall goals need to be identified by the planning team for each particular project.

C3.5 WORK PLAN

The appointed PSP will be required to develop a work plan that addresses all the tasks, identify project milestones and assign timelines for conclusion of each task.

C3.6 PERFORMANCE

- The performance of the appointed PSP will be reviewed regularly based on the approved work plan.
- Should performance be below the required standard according to the work plan, or should project funds not be available, the contract may be terminated through written notification.
- Adequate opportunity to improve performance will be provided to the PSP through written notices of poor performance.
- The PSP is to submit a close-out report in the format approved by the institution and all other developed documentation, 20 working days before the last day of the assignment.
- On appointment, the PSP is to liaise with the institution to agree on the date for submission of the work-plan.

C3.7 ASSIGNMENT COST

- Payment for the assignment will be partially time-based and deliverable based and is based on the percentage of the budget expended during the implementation of the project. A detailed pricing schedule inclusive of professional fees and VAT must be provided by the service provider as an attachment, Pricing Schedule 1.
- The pricing for the professional fees on this pricing schedule will count towards the pricing score during the evaluation of the bids. The ECSA rate will apply.

C3.8 CONSULTANT FEES

Fee Structure (As per Pricing Schedule in the tender document)

THE END OF TENDER DOCUMENT.