



JOE MOROLONG LOCAL MUNICIPALITY

INVITATION TO BID (CONSULTING ENGINEERING SERVICES)

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: B227-2023

PROVISION OF PROFESSIONAL SERVICES - RURAL SANITATION PROGRAMME FOR A PERIOD OF THREE YEARS

Closing Date and Time: Friday, 18 August 2023 at 12h00

NAME OF BIDDER:		Bidder VAT registered? – (Please tick appropriate box)			
JOE MOROLONG LOCAL MUNICIPALITY SUPPLIER REGISTRATION NO:			<table border="1"> <tr> <td>Yes</td> <td></td> </tr> </table>	Yes	
Yes					
CENTRAL SUPPLIER DATABASE (CSD) SUPPLIER NO:			<table border="1"> <tr> <td>No</td> <td></td> </tr> </table>	No	
No					
TOTAL BID PRICE (INCL VAT): (Brought forward from Pricing Schedule MBD3)	R				

Please note that it is compulsory for all service providers to complete the above required information

Local Municipality physical address:
 D320 Cardington Road, Churchill Village
 MOTHIBISTAD
 8474

Local Municipality contact details:
 Telephone no: (053) 773 9300
 Fax no: (053) 773 9350

Local Municipality postal address:
 Private Bag X117
 MOTHIBISTAD
 8474

Bid contact details:
 Technical Services Director: Mr. L. Moinwe
 (053) 773 9300 / (079) 552 9563 /
 registry@joemorolong.gov.za

JOE MOROLONG LOCAL MUNICIPALITY

Bid no	Description
B227-2023	Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years

SUMMARY FOR BID OPENING PURPOSES

Name of bidder:	
Address:	
Telephone number:	
Fax number:	
E-mail address:	
Closing date:	Friday, 18 August 2023 at 12h00
Total bid price: (VAT Incl.)	R

(Amount brought forward from the Pricing Schedule **MBD3**) *

Signed by an authorized representative of the Bidder:

Date	Signature

* Should any discrepancy occur between this figure and that stated in the Pricing Schedule (**MBD3**, the latter shall take precedence and apply).

BID GENERAL DATA

Item	Description
Bid no:	B227-2023
Bid Description:	Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years
Bid type:	Consulting engineering services
PPPFA preferential points system:	80/20
CIDB minimum grade required:	N/A
Functionality evaluation bid:	Minimum functionality score of 70.00/ is required
Pre-qualifying criteria bid:	N/A
Local production bid:	N/A
Sub-contracting bid:	N/A
Project manager:	Technical Services Director: Mr. L. Moinwe
Department:	Technical Services
Advert date:	16 July 2023
Bid document fee (VAT Incl.):	R897.00 (Free if downloaded from the e-Tender Portal)
Bid document availability date and time:	Wednesday, 19 July 2023 at 08h00
Advert closing date and time:	Friday, 18 August 2023 at 12h00
Bid validity days:	90
Contact name and details:	Technical Services Director: Mr. L. Moinwe at (053) 773 9300 / (079) 552 9563 / registry@joemorolong.gov.za
Bid document pickup location:	Cashiers office in the Finance Department
Bid document submission location:	Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village
Bid briefing details:	

FOR MORE INFORMATION PLEASE CONTACT:

Joe Morolong Local Municipality	
Telephone number:	(053) 773 9300
E-mail address:	registry@joemorolong.gov.za

Bid contact details	
Name:	Technical Services Director: Mr. L. Moinwe
Details:	(053) 773 9300 / (079) 552 9563 / registry@joemorolong.gov.za

Acting Municipal Manager
TJ Gopetse
Joe Morolong Local Municipality
Private Bag X117 MOTHIBISTAD 8474

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SECTION T1.1 –BID ADVERT



JOE MOROLONG
LOCAL MUNICIPALITY

JOE MOROLONG LOCAL MUNICIPALITY

INVITATION FOR PROSPECTIVE BIDDERS

Prospective service providers with proven track records are invited to tender as follows:

Bid No.	Bid Description	CIDB Grading	Availability of Documents & Non-Refundable Fee	Briefing / Site Inspection Date Time and Venue	Closing date	Points System	Contact Person for Technical Enquiries
B227-2023	Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years	N/A	19 July 2023 from 08h00 for R897.00 (Free if downloaded from the e-Tender Portal)	N/A	18 August 2023 at 12h00	80/20	Technical Services Director: Mr. L. Moinwe at (053) 773 9300 / (079) 552 9563 / registry@joemorolong.gov.za

Minimum Specifications and other conditions are detailed in the bid documents. Bid documents with detailed bid specifications and detailed information are obtainable at the Cashiers office in the Finance Department (office hours: Monday to Friday 07h30 to 16h15) of the Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village. Alternatively, they can be downloaded for free from the E-tender portal.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bids will be adjudicated according to the Joe Morolong Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022, as well as the Broad Based Black Economic Empowerment Act (Act 53 of 2003). The evaluation of this bid is based on the Preferential Procurement Point System stipulated in the bid document where a maximum of 80 points are scored for price and a maximum 20 points for achieving the specific BBBEE participation goals. A validity period of **90** calendar days is applicable for this bid. Sealed Bids and supporting documents clearly marked with the above reference and description must be placed in the Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village.

The submission of a valid up to date SARS tax clearance certificate / copy of the Tax Compliance reference pin issued by SARS are compulsory.

In terms of MFMA Circular No 81, issued by National Treasury, it is compulsory as from 1 July 2016 for all prospective service providers to Local Municipalities to be registered on the web based **Central Supplier Database (CSD)**. Bids received from service providers not registered on the **CSD** shall therefore be regarded as non-responsive and will not be further evaluated. Prospective service providers can utilise the following link to register on the **CSD**: www.csd.gov.za.

The Joe Morolong Local Municipality does not bind itself to accept the lowest or any bid and the Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to.

Please note that late, electronic, couriered, postal or faxed bid documents will not be accepted.

TJ Gopetse

Acting Municipal Manager

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 07: BID NOTICE



JOE MOROLONG LOCAL MUNICIPALITY

TENDER NO: B227-2023

Joe Morolong Local Municipality hereby invites registered, experienced and suitably qualified service providers to submit bids for Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years .

The bid document with detailed specifications and detailed information are obtainable at the Cashiers office in the Finance Department during office hours (Monday to Friday 07h30 to 16h15) and e-Tender Portal www.etender.gov.za from 08h00 on Wednesday, 19 July 2023.

Bid briefing details:

N/A

Tender closing:

Friday, 18 August 2023

Time:

12h00

A non- refundable cash deposit fee of R897.00 is required on collection of the bid document. Free if bid document is downloaded from the e-Tender Portal

General Conditions of the bid

1. The prices must be valid for at least 90 days after closing date
2. Proof of payment must be attached to the Bid document (including bid documents downloaded from the e-Tender Portal website)
3. Bid prices must be inclusive of VAT
4. A copy of the Tax Compliance Status reference PIN issued by SARS, to enable the municipality to verify the bidder's tax compliance must be supplied
5. A certified copy of a B-BBEE Level Verification Certificate (only SANAS accredited or Sworn Affidavit will be accepted)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The 80/20 principle will be applied, in terms of the Supply Chain Management Policy of Council when bids are evaluated which is available upon request
7. The bidders are required to complete MBD forms (in case of Joint Venture agreement for both companies needs to complete MBD forms separately)
8. The Joe Morolong Local Municipality does not bind itself to accept the lowest or any bid and the municipality reserves the right to accept the whole or part of any bid. No reasons for the acceptance or rejection of any bid will be given
9. Bids will be adjudicated according to the Joe Morolong Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act of 2005) and the Preferential Procurement Regulations, 2022, as well as the Broad Base Black Economic Empowerment Act (Act 53 of 2003)
10. A copy of the company registration certificate (CK) obtainable from the Companies and Intellectual Property Commission must be attached
11. Proof of Rates and Taxes or lease agreement obtainable from the relevant local authority for each Director/s of the Company as they appear on the Companies and Intellectual Property Commission(CIPC) registration certificate and Central Suppliers Database summary report (CSD)
12. If the business is operated from the residence of a director/s a certified affidavit must be submitted stating the address of the business premises. If the premises from where business is conducted or where a director is residing, is leased a copy of the leased agreement must be submitted
13. Certified copies of identity documents (IDs) of all directors / members must be submitted
14. No Copies of certified copies will be accepted
15. In case of a Joint venture agreement, the agreement must be specific to this bid and not a generic / general agreement
16. Recognisable proof of company addresses or lease agreement whichever applies obtainable from your local municipality, tribal office or landlord
17. Proof of residence of all directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority

The Bid document and supporting documentation must be enclosed in an envelope clearly endorsed with the Bid number and Description (B227-2023 - Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years). The Bid document is to be placed in Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village not later than the prescribed time and date when Bids will be opened in public. The Bid will be evaluated and adjudicated in accordance with the Joe Morolong Local Municipality's Supply Chain Management Policy, Preferential Procurement Policy Framework Act No 5 of 2000 using 80/20 points system. The validity period of this Bid is 90 days.

NOTE:

- **The Municipality is not bound to accept the lowest or any bid and reserve its rights in this regard**
- **Please note that late, electronic, couriered, posted or faxed Bid documents will not be accepted**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.3 - INVITATION TO BID (MBD1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOE MOROLONG LOCAL MUNICIPALITY					
BID NUMBER:	B227-2023	CLOSING DATE:	18 August 2023	CLOSING TIME:	12h00
DESCRIPTION	Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

Bids must be properly received and deposited in the Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village on or before 12h00 on Friday, 18 August 2023 at which time the bids will be opened in public. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number (B227-2023) and bid description (Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years). No bid offers will be accepted via e-mail, facsimile (fax) or telegram. **NO LATE BIDS WILL BE ACCEPTED.**

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:		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					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Technical Services Director: Mr. L. Moinwe
CONTACT PERSON	SCM Manager	TELEPHONE NUMBER	(053) 773 9300 / (079) 552 9563 / registry@joemorolong.gov.za
TELEPHONE NUMBER	(053) 773 9300	FACSIMILE NUMBER	(053) 773 9350
FACSIMILE NUMBER	(053) 773 9350	E-MAIL ADDRESS	registry@joemorolong.gov.za
E-MAIL ADDRESS	scm@joemorolong.gov.za		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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, 2022, 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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B227-2023

Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years

BID DATA

The conditions of bid are the Standard Conditions of Tender as published in Annex F of Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of bidders as an Annex to this Bid Data.

The Standard Conditions of Tender make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

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

Clause number	Bid Data
----------------------	-----------------

F.1	General
------------	----------------

F.1.1	Actions
--------------	----------------

Add the following:

The Employer is the **JOE MOROLONG LOCAL MUNICIPALITY**, represented by the Municipal Manager.

F.1.2	Bid Documents
--------------	----------------------

Add the following:

The following documents form part of this Bid:

- The Standard Professional Service Contract (July 2009) (Third Edition of CIDB document 1014)** as published by the Construction Industry Development Board. Bidders must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.
- The relevant section as described in the Scope of Services of the [Guideline Scope of](#)

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Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000), Latest Government Gazette No:

Specify Gazette no

3. This bid document issued by the Employer, in respect of **Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years** in which is bound:

VOLUME 1 (The Bid)

Part T1: Bid Procedures

T1.1 Bid notice and invitation to bid

T1.2 Bid data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 to T2.22 Returnable schedules

VOLUME 2 (The Contract)

Part C1: Agreement and Contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Occupational Health and Safety Agreement

Part C2: Pricing Data

C2.1 Pricing Instructions

Part C3: Scope of Work

C3.1 Scope of Work

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submission of a bid offer.

F.1.4 Communication and employer's agent

Add the following:

It should be noted that the employer has no agent acting on his behalf for the purposes of this bid.

The Employer's representative, for the purposes of any communication between the Employer and Bidders, is:

Name:	Technical Services Director: Mr. L. Moinwe
Postal address:	Joe Morolong Local Municipality Private Bag X117 MOTHIBISTAD 8474
Contact details:	(053) 773 9300 / (079) 552 9563 / registry@joemorolong.gov.za

Attention is drawn to the fact that verbal information given by the Employer's representative prior to the close of bid will not be regarded as binding on the Employer. Only information issued

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

formally by the Employer in writing to bidders will be regarded as amending the bid documents.

F.2 Bidder's obligations

F.2.1 Eligibility

Add the following:

Only those bidders who satisfy the following criteria are eligible to submit bids and are deemed responsive and can be evaluated further:

- 1) Enterprise Declaration Affidavit.
- 2) Project Proposal including: Introduction, Background, Approach, Best Practise Lessons, Proposed project execution plan, Previous Assignments, Resources and Proposed project communication plan.
- 3) Compliance documents (**CSD registration and SARS Pin, ECSA Registration, Valid Professional Indemnity (PI) insurance of R5 million, CESA, SAICE**). Non submission of any of the documents in brackets will lead to automatic disqualification. In case of a Joint Venture, both JV member firms shall conform to SARS Certificates, Professional Registration and Professional Indemnity.
- 4) Joint Venture Agreement (where applicable).
- 5) Certified Copies of Identity Document of Partner or Directors.
- 6) Certified Copy of Company Registration Certificate from the Registrar of Companies.
- 7) Recent statement as proof of payment of Municipal Services (rates & taxes) for both company and all directors with proof of residence of all directors as they appear on the company registration certificate.
- 8) Proof of Banking Details (attach letter from the banking institution).
- 9) Company Profile – Experience, References and CVs of key personnel **ONLY** assigned to the programme.

F.2.1.1 Registration as Service Provider

Only those bidders who are registered and verified on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit bids. The Employer will only enter into a formal contract with a bidder who is registered on the Central Supplier Database as service provider and has been issued with a registration number.

Bidders who are not registered and verified on the Central Supplier Database are not precluded from submitting bids and quotations, but must be registered and verified before the closing date in order to qualify for preference points. It is the responsibility of bidders to ensure that this requirement is complied with prior to the closing date of the bid. In the case of Joint Venture partnerships this requirement will apply to each party to the Joint Venture.

F.2.1.3 Key personnel

In order to be considered for an appointment in terms of this bid, the bidder must have in its employment at the close of bids:

- A registered professional engineer or technologist with at least 10 (ten) years verifiable post graduate relevant experience, who will be the project leader, and responsible for all work carried out in terms of this bid.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- A second qualified engineer or technologist with at least 5 (five) years verifiable post graduate relevant experience, who will be the project manager.

The project leader and the project manager must currently be registered as professionals with the Engineering Council of South Africa (or similar Regulating Council). The registration numbers of these individuals must be indicated on Schedule 8, Part T2.9: Returnable Schedules. The Curriculum Vitae of all key personnel must be submitted with the bid submission, appended to Schedule 8.

Key personnel will be expected to operate out of the local office.

F.2.1.4 Support resources

Bidders must indicate what resources (human and otherwise) that they have available and intend allocating to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful.

F.2.1.5 Professional indemnity insurance

The employer shall not award a contract to any bidder that does not hold valid professional indemnity (PI) insurance providing cover in an amount of not less than **R5 000 000.00** in respect of each and every claim during the period of insurance. Proof of insurance must be submitted with the bid, appended to Schedule 10, Part T2.11: Returnable Schedules.

F.2.7 Clarification meeting

Add the following:

There is no clarification meeting for this bid.

F.2.13 Submitting a bid offer

Replace sub clause F.2.13.2 with the following

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety by writing in **non-erasable ink**.

Add the following to F.2.13.3

F.2.13.3 Parts of each bid offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

F.2.13.4 *Add the following after the first sentence of F.2.13.4:*

The bid shall be signed by a person duly authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 *Add the following to F.2.13.5:*

The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Physical address:

Joe Morolong Local Municipality
D320 Cardington Road, Churchill Village
MOTHIBISTAD
8474

Identification details:

Title of bid:

**B227-2023 - PROVISION OF PROFESSIONAL
SERVICES - RURAL SANITATION PROGRAMME
FOR A PERIOD OF THREE YEARS**

Name and address of bidder: (to be inserted by bidder)

Sealed bids with the identification details on the envelope must be placed in the appropriate official bid box at the abovementioned address.

F.2.13.6 *Add the following to F.2.13.6:*

A two-envelope procedure will **not** be followed.

F.2.15 Closing time

Add the following to F.2.15.1:

F.2.15.1 The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid. Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.

F.2.16 Bid offer validity

Add the following to F.2.16.1:

F.2.16.1 The bid offer validity period is **90 days**

F.2.17 Clarification of bid offer after submission

Add the following to F.2.17:

A bid may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

F.2.23 Certificates

Add the following:

F.2.23.1 Tax Clearance Certificate

Bidders shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original valid Tax Clearance Certificate or/ and Company SARS Pin issued by SARS. Failure to provide a valid Tax

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Clearance Certificate with SARS Pin may prejudice the bid and it may be rejected for such reason.

Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate.

F.2.23.2 Bids exceeding R10 million

Where the bid amount inclusive of VAT exceeds R 10 million:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.3 The Employer's undertakings

F.3.4 Opening of bid submissions

Add the following to F.3.4.1:

F.3.4.1 The time and location for opening of the bid offers is:

Time:	Friday, 18 August 2023 at 12h00
Location:	Joe Morolong Local Municipality D320 Cardington Road, Churchill Village, MOTHIBISTAD, 8474

Bids will be opened immediately after the closing time for bids at **12h00**.

F.3.8 Test for responsiveness

Add the following to F3.8:

Bids will be considered non-responsive if, inter alia:

- the bidder does not comply with the eligibility criteria listed in F2.1 above.
- the bidder has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

F.3.11 Evaluation of bid offers

F.3.11.3 Scoring quality (functionality)

Add the following:

The score for quality is to be calculated using the following formula for each responsive bid under consideration :

$$W_Q = W_2 \times \underline{S_Q} \quad \text{where,}$$

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M_s

W_Q = the percentage score achieved for quality,
 W_2 = the percentage score given to quality and equals,
 S_o = the score for quality allocated to the submission under consideration,
 M_s = the maximum possible score for quality in respect of a submission.

The description of the quality criteria and the maximum number of bid evaluation points allocated to each is shown in the table below. The score for quality (S_o) will be the sum of the scores for the individual criteria.

Description of quality criteria	Maximum number of bid evaluation points
Professional Qualifications	5
Professional Experience	25
Company Affiliations and Certification	30
Approach and Methodology	15
Scope of Work	25
Total evaluation points for quality (M_s)	100

The minimum number of evaluation points for quality is 70.00. Bid offer that fail to score the minimum number of evaluation points for quality will be rejected.

A more detailed explanation of the quality criteria is given below:

Proposed work plan

A proposed work plan must be provided with the bid submission, attached to Schedule 11, Part T2.12: Returnable Schedules, which must be of sufficient detail (but preferably not more than 5 pages in length) to indicate that the project brief has been understood. The proposed work plan must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value-add the bidder will provide in achieving the stated objectives for the project.

The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

Expertise of key personnel

As the work required in terms of this bid is considered to be dealing with contractual matters, requiring legal expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. The personnel must currently be registered as professionals with the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Engineering Council of South Africa. Besides the minimum requirements specified in the eligibility criteria, it would be extremely advantageous if the key personnel can demonstrate recent experience related to specific aspects of this project. Aside from submitting a general CV for each of the key personnel (required in terms of clause F.2.1.3) bidders must submit a statement for each of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project. These statements must be appended to Schedule 12, Part T2.13: Returnable Schedules.

Allocation of resources

Bidders must indicate what resources (human and otherwise) that they have available and intend allocating to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful. This will include the key personnel, plus others (for example, a bid documentation specialist, site monitoring staff). Other resources, for example, would be the type of software package intended for use on this project, whether or not it is owned or licensed to the bidder, or whether it is available through some other means. An intended resource allocation schedule must be appended to Schedule 14, Part T2.15: Returnable schedules. Bidders should note that, during the course of any contract arising from this bid, any of the personnel listed at bid stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the employer.

Track Record

Bidders must complete Schedule 13, Part T2.14, Returnable Schedules, which is a list all relevant projects that have been successfully completed in their local office (see clause F.2.1.2 for what constitutes a local office) in the past three years, or that are underway at present.

Note: Where the entity bidding is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

F.3.11.4 Scoring Preferences

Add the following new sub clause:

The score for preferences will be calculated using the B-BBEE status level of the contributor and Locality of enterprise for each responsive bid under consideration.

	POINTS
PRICE	80
SPECIFIC GOALS (20)	
• B-BBEE status level of Contributor	10
• Locality	10
Total points for Price and Specific Goals must not exceed	100

B-BBEE Status Level of Contributor

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of BBEE/Certified Sworn Affidavit and ID

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Copy of business Owner (s) contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 1) is not an eliminating factor BUT zero point will be scored.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Locality of Enterprise

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of Updated record of Rates and Taxes, Lease Agreement, Affidavit and Tribal Authority Letter and Ownership Information contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 2) is not an eliminating factor BUT zero point will be scored.

Category	Specific Goals Points
1. Enterprises located within the Joe Morolong Local Municipality	10
2. Enterprises located within the John Taolo Gaetsewe District Municipality	8
3. Enterprises located within the Northern Cape Province	2

F3.13 Acceptance of bid offer

Add the following to F.3.13.1:

F.3.13.1 Bid offers will only be accepted if:

- the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- the bidder is registered and verified on the Central Supplier Database before the bid closing time;
- the bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- the bidder has not:

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- i) abused the Employer's Supply Chain Management System; or
- ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;
- iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.

Renumber sub clause F.3.13.2 to read "F.3.13.3" and add the following new sub clause "F.3.13.2":

F.3.13.2 Notification of decision and appeal period

If the Municipality in terms of its Supply Chain Management Policy, has resolved that a bid be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Systems Act 2000 (Act 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any bidder wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, Private Bag X117, MOTHIBISTAD, 8474. The format of the appeal must:

set out the reasons for the appeal;
state in which way the appellant's rights have been affected by the decision;
state the remedy sought, and
be accompanied by a copy of the notification advising the bidder of the decision of the Municipality in terms of its Supply Chain Management Policy.

Bidders are also hereby informed of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No 3 of 2000).

The Municipal Manager does not have the jurisdiction to deal with appeals relating to contracts of over R10m in value, and therefore all appeals in this category will not be dealt with by the Municipality and should bidders wish to pursue the appeal process, the appeal must be lodged with the Court in Kimberly. The award of such bids will be with immediate effect and the 21 day appeal period will not apply.

With respect to contracts of less than R10m in value, the notification of decision sent to the successful bidder is not acceptance in terms of the form of offer and acceptance and no rights shall accrue to the successful bidder in terms of this notification. No bid shall be accepted until either the successful expiry of the 21 day appeal period or confirmation in writing that none of the affected parties intend to appeal, or the satisfactory resolution of any appeals.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the District's appeals process.

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F.3.18 Provide copies of the contract

Add the following:

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

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Additional Conditions of Tender

F.4 Additional Conditions of Tender

The additional conditions of bid are:

F.4.1 Invalid bids

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

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

F.4.2 Negotiations with preferred bidders

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

- a) does not allow any preferred bidder a second or unfair opportunity;
- b) is not to the detriment of any other bidder; and
- c) does not lead to a higher price than the bid as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F.4.3 General supply chain management conditions applicable to bids

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

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from

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making an award to a person:

- who is in the service of the state;
- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the Municipality.

In this regard, bidders shall complete Schedule 3, Part T2.4: Returnable Schedules: Declaration of Interest (MBD4). Failure to complete this schedule may result in the bid not being considered.

F.4.4 Combating abuse of the Supply Chain Management Policy

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the bid of any bidder if that bidder or any of its directors has:

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

In this regard, bidders shall complete Schedule 5, Part T2.6: Returnable Schedules: Declaration of Bidder's past Supply Chain Management Practices (MBD8). Failure to complete this schedule may result in the bid not being considered.

F.4.5 Consultancy services provided to organs of state

In terms the Municipal Supply Chain Management Regulations (Notice 868 of 2005), and the municipality's Supply Chain Management Policy, bidders must furnish the Municipality with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required is not limited to the local office only, but should include services provided by all offices country wide.

In this regard, bidders shall complete Schedule 6, Part T2.7: Returnable Schedules. Failure to complete this schedule may result in the bid not being considered.

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F.4.6 Compliance with Occupational Health and Safety Act 1993

Bidders are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Bidders are to note that the service provider is required to ensure that all sub-consultants / sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

The service provider will be required to complete and submit to the Employer the Occupational Health and Safety Agreement (included in C1.3 of the Contract Document), within 14 days of acceptance of this bid.

F.4.7 UIF payments

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

F.4.8 Claims arising after submission of bid

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

- 1) read and fully understood the whole text of the Scope of Work and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 2) visited the site of any proposed works.
- 3) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work, the exact meaning or interpretation of which is not clearly intelligible to the Bidder.

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

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SECTION T1.5: BID EVALUATION CRITERIA

1. Bid to be evaluated on Functionality (Regulation 5 of the Preferential Procurement Regulations 2022)

This bid will be evaluated on functionality in terms of the Preferential Procurement Regulations (2022). The evaluation criteria for measuring functionality is objective. The minimum qualifying score for functionality on this bid is 70.00/100.00. A bid that fails to obtain the minimum qualifying score for functionality will be regarded as non-responsive. All bids that obtain the minimum qualifying score for functionality shall be evaluated further in terms of price and the preference point system. The evaluation criteria for measuring functionality and the points for each criteria and each sub- criterion are listed below:

No	Functionality criteria	Sub score weight	Main score	Reference
01	Professional Qualifications of Principal Civil Engineer (Attach certified copy of Registration)		5.00	
01.01	Minimum qualifications is either a B.Tech or B. Eng. or BSc. Eng. At least ONE team member must be registered as a Pr. Engineer or Technologist as per Engineering Professional Act, 2000 (Act no 46 of 2000). No Any Relevant Registration Above = Disqualification	5.00		
02	Professional Experience of Principal Civil Engineer (Attach CV with qualifications)		10.00	
02.01	At least 10 years' experience and (Extensive level of relevant experience) as a Registered as Professional Engineer or Technologist for Project Leader	10.00		
02.02	5 to 10 years' experience and (Reasonable level of relevant experience) as a Registered as Professional Engineer or Technologist for Project Leader	5.00		
02.03	Less than 5 years' experience and (Limited level of relevant experience) as a Registered Professional Engineer or Technologist for Project Leader	1.00		
03	Project Experience of Proposed Team in the field (Attach CV with qualifications)		15.00	
03.01	Excellent	15.00		
03.02	Good	10.00		
03.03	Fair	5.00		
04	Company Affiliations and Certification (Attach certified copies)		20.00	
04.01	Registration with Relevant Bodies in Civil Engineering	10.00		
04.02	ISO 9001: 2000 Certification	5.00		
04.03	ISO 14001: 2004 Certification	5.00		
05	Company Professional Indemnity (Attach Copy)		10.00	
05.01	PI of minimum R5 million No PI = Disqualification	10.00		
06	Approach and Methodology		15.00	
06.01	Approach paper which responds to the proposed work / design and outlines proposed	15.00		

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No	Functionality criteria	Sub score weight	Main score	Reference
	methodology and workplan complete with time frames (Very Good)			
06.02	Approach paper which responds to the proposed work / design and outlines proposed methodology and workplan complete with time frames (Good)	10.00		
06.03	Approach paper which responds to the proposed work / design and outlines proposed methodology and workplan complete with time frames (Adequate)	5.00		
06.04	Approach paper which responds to the proposed work / design and outlines proposed methodology and workplan complete with time frames (Poor)	0.00		
07	Scope of Work: Relevant experience in similar projects for Company (Attach signed reference letters from previous clients on the company letterhead & Appointment Letter)		25.00	
07.01	Service Provider has relevant experience in projects of a similar nature successfully completed with a project value greater than R20 million at least 5 projects (1 project = 5 points) or	25.00		
07.02	Service Provider has relevant experience in projects of a similar nature successfully completed with a project value greater than R15 million at least 5 projects (1 project = 4 points) or	20.00		
07.03	Service Provider has relevant experience in projects of a similar nature successfully completed with a project value greater than R10 million at least 5 projects (1 project = 3 points) or	15.00		
07.04	Service Provider has relevant experience in projects of a similar nature successfully completed with a project value greater than R5 million at least 5 projects (1 project = 2 points) or	10.00		
07.05	Bidder has not submitted no information or inadequate information to determine the scoring level	0.00		
TOTAL SCORE			100.00	

2. Preference points system for acquisition of goods or services (Regulation 6 of the Preferential Procurement Regulations 2022)

The evaluation of this bid is based on the Preferential Procurement Point System stipulated in the bid document where a maximum of 80 points are scored for price and a maximum 20 points for achieving the specific participation goals.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T1.6 - ANNEXURE: Standard Conditions of Tender

Annex F (normative)

Standard Conditions of Tender

- Note:
1. These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, *Construction Procurement Processes, Procedures and Methods*.
 2. Annex E of SANS 294, *Construction procurement processes, Procedures and Methods*, and SAICE's Practice Manual #1. *The use of South African national Standards in Construction Procurement*, provide guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide incentive for proper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

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- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 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.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of f.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenders, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment

Contractor

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Witness 2

Employer

Witness 1

Witness 2

and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified or fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of the each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1. Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time of tenders

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

Contractor

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Witness 2

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Witness 2

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the price (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer only, either as a single tendering entity or as a member of a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in no-erasable ink.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the package clearly marked as "SUBSTITUTE".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individuals firms or as another joint venture; or
- c) in the opinion of the employer, acceptance of the material change would compromise the outcome of the prequalification process.

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the receipt of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetic errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where the error is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered prices.

F.3.10 Clarification of a tender offer

Obtain clarification from the tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Score Financial Offers

Score financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in table F.1 as stated in the Tender Data.

Table F.1: Formula for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P-P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P-P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.11.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and personnel, to perform the contract.
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest

F.3.14. Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tender has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for the actions taken

Provide upon request written reasons to tenderers for any action that is take in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interest of tenderers or might prejudice fair competition between tenderers.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1 - LIST OF RETURNABLE DOCUMENTS

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

Schedule	Description	Completed / submitted (Yes / No)
Schedule 1	Resolution taken by the Board of Directors / Members / Partners	
Schedule 2	Resolution taken by the Board of Directors of a Consortium or Joint Venture	
Schedule 3	Declaration of interest (MBD4)	
Schedule 4	Confirmation of Enterprise Registration	
Schedule 5	Declaration of Bidder's past Supply Chain Management Practices (MBD8)	
Schedule 6	Consultancy Services provided to organs of state	
Schedule 7	Certificate for Municipal Services and Payments to Service Provider	
Schedule 8	Key Personnel	
Schedule 9	Support Resources	
Schedule 10	Professional Indemnity Insurance	
Schedule 11	Proposed Work Plan	
Schedule 12	Expertise of Key Personnel	
Schedule 13	Track Record	
Schedule 14	Allocation of Resources	
Schedule 15	Authorization for the Deduction of Outstanding Amounts Owed to Council	
Schedule 16	Record of Addenda to Bid Documents	
Schedule 17	Alterations / Amendments by Bidder	
Schedule 18	Preference points claim form in terms of the Preferential Procurement Regulations 2022 (MBD6.1)	
Schedule 19	Declaration for procurement above R10 million (All applicable taxes included) (MBD5)	
Schedule 20	Declaration certificate for local production and content for designated sectors (MBD6.2)	
Schedule 21	Certificate of Independent Bid Determination (MBD9)	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2 – SCHEDULE 1: RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ (Name of Bidder)

Held at _____ On _____
 (Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the Joe Morolong Local Municipality in respect of the following project:

B227-2023 : Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and
 who will sign as follows:

 (Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.3 - SCHEDULE 2: RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Bidder)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the Joe Morolong Local Municipality in respect of the following project:

B227-2023 : Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years

As a Consortium/Joint Venture comprising *(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

(Enterprise full Name and Registration Number)

(Enterprise full Name and Registration Number)

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and
who will sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the Bid to the **Consortium/Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the Joe Morolong Local Municipality in respect of the project described above under item 1.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. The **Consortium/Joint venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the Joe Morolong Local Municipality in respect of the project under item 1:

Physical address

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.4 - SCHEDULE 3: DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, .shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.....
-
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.....
-
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars.....
-

¹MSCM 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.

² 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED

FULL NAME

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	 Date
..... Capacity	 Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.5 - SCHEDULE 4: CONFIRMATION OF ENTERPRISE REGISTRATION

I / We understand that in terms of the Employer's Procurement Policy, bidders are required to be registered and verified on the Central Supplier Database and failure to do so will result in my / our bid offer being non-responsive and therefore eliminated.

Registration as Service Provider on the Central Supplier Database

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

COMPANY NAME	REGISTERED YES / NO	REGISTRATION NUMBER

The CSD Report must be attached as proof of registration

SIGNED ON BEHALF OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.6 - SCHEDULE 5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

1. This serves as a declaration 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 bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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 (No 12 of 2004).
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.3.1	If so, furnish particulars:		
3.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality 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 ☐
3.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED

FULL NAME

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

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

..... Signature	 Date
..... Position	 Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.7 - SCHEDULE 6: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

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

SIGNED ON BEHALF OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.8 - SCHEDULE 7: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, JOE MOROLONG LOCAL MUNICIPALITY

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipality's Supply Chain Management Policy, Sections 51.1 and 111.2

EXPRESSION OF INTEREST: PROVISION OF PROFESSIONAL SERVICES - RURAL SANITATION PROGRAMME FOR A PERIOD OF THREE YEARS

NAME OF BIDDER

--

FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

Directors / Shareholder / Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach Certified copy(ies) of ID document(s)

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Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

I, the undersigned,

Full name in block letters

certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

Date	Place	Signature

For office use (comments): Telephone relevant Local Municipality

.....

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.....

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NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Home Owner, or letter from Tribal Authority.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.9 - SCHEDULE 8: KEY PERSONNEL

The bidder is referred to clause F.2.1.3 of the Bid Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the bidder in order for the bidder to be eligible to submit a Bid for this project. The Curriculum Vitae of each individual must be appended to this schedule.

PROJECT LEADER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO	NO. OF YEARS SPECIFIED EXPERIENCE

PROJECT ENGINEER / TECHNOLOGIST / TECHNICIAN				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO	NO. OF YEARS SPECIFIED EXPERIENCE

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

SIGNED ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.10 - SCHEDULE 9: SUPPORT RESOURCES

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

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

SIGNED ON BEHALF OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.11 - SCHEDULE 10: PROFESSIONAL INDEMNITY INSURANCE

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

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

SIGNED ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.12 - SCHEDULE 11: PROPOSED WORK PLAN

The Bidder shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the bidder intends following in order to reach the required outcomes. The work plan must show that the Bidder has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employers objectives. The proposed work plan is an important document based upon which bid evaluation points for quality will be awarded. Bidders should however endeavour to keep their submissions in this regard to a maximum of 5 pages.

SIGNED ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.13 - SCHEDULE 12: EXPERTISE OF KEY PERSONNEL

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

Tender evaluation points for quality will be awarded for relevant expertise of the key personnel.

SIGNED ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The bidder shall indicate on the schedule below all relevant projects that have been successfully completed **in the past three years**, or that are underway at present.

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

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED

--

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.15 - SCHEDULE 14: ALLOCATION OF RESOURCES

The bidder shall append their proposed resource allocation to this schedule.

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

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

Bid evaluation points for quality will be awarded for the allocation of resources over and above the key personnel named in Schedule 8 and scored in Schedule 12 above.

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

SIGNED ON BEHALF OF BIDDER

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

SECTION T2.16 - SCHEDULE 15: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

To: THE MUNICIPAL MANAGER, JOE MOROLONG LOCAL MUNICIPALITY

From:

NAME OF BIDDER

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

**“The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:
51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ...”**

I, the undersigned,

Full name in block letters

hereby authorise the Joe Morolong Local Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due to Joe Morolong Local Municipality or any Local Municipality within the District.

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

Date	Place	Signature

AS WITNESSES:

Name in Block Letter	Signature
1	
2	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.17 - SCHEDULE 16: RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		

Attach additional pages if more space is required

Name of Bidder

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Name	Position	Date	Signature

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Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

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Witness 2

SECTION T2.18 - SCHEDULE 17: ALTERATIONS / AMENDMENTS BY BIDDER

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

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

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

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

PAGE AND CLAUSE / ITEM	ALTERATION / AMENDMENT

SIGNED ON BEHALF OF BIDDER

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Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

SECTION T2.19: SCHEDULE 18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS (20)	
• B-BBEE status level of Contributor	10
• Locality	10
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
1. B-BBEE Status Level of Contributor	N/A	10	N/A	
2. Locality	N/A	10	N/A	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4.3 SPECIFIC GOALS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022:

4.3.1 NOTE 1 – B-BBEE STATUS LEVEL OF CONTRIBUTOR

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of BBEE/Certified Sworn Affidavit and ID Copy of business Owner (s) contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 1) is not an eliminating factor BUT zero point will be scored.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

4.3.2 NOTE: 2 – LOCALITY

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of Updated record of Rates and Taxes, Lease Agreement, Affidavit and Tribal Authority Letter and Ownership Information contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 2) is not an eliminating factor BUT zero point will be scored

Category	Specific Goals Points
1. Enterprises located within the Joe Morolong Local Municipality	10
2. Enterprises located within the John Taolo Gaetsewe District Municipality	8
3. Enterprises located within the Northern Cape Province	2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract No: B227-2023

Part T2: Returnable Documents

Section T2.19: Schedule 18: Preference points claim form in terms of the Preferential Procurement Regulations 2022 (MBD6.1)

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.20 - SCHEDULE 19: DECLARATION OF PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5)

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

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO
* Delete if not applicable

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

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO
* Delete if not applicable

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

2.2 If yes, provide particulars.

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO
* Delete if not applicable

3.1.1 If yes, furnish particulars

.....

.....

.....

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO
* Delete if not applicable

4.1 If yes, furnish particulars

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME)

FULL NAME

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

..... Signature	 Date
..... Position	 Name of Bidder

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

SECTION T2.21: SCHEDULE 20: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

- x imported content
 y bid price excluding value added tax (VAT)

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

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

production and content indicated in paragraph 3 below; and.

- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

IN RESPECT OF BID NO: B227-2023

ISSUED BY: JOE MOROLONG LOCAL MUNICIPALITY

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

I, the undersigned,

FULL NAMES

--

do hereby declare, in my capacity as:

CAPACITY

--

of

NAME OF BIDDER ENTITY

--

, the following:

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

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

SIGNATURE	DATE
WITNESS NO 1	DATE
WITNESS NO 2	DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.22: SCHEDULE 21: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 2 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 3 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

B227-2023 : Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years

in response to the invitation for the bid made by:

JOE MOROLONG LOCAL MUNICIPALITY

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

I certify, on behalf

of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Signature:		Date:	
Position:		Name of Bidder:	

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C1.1 - FORM OF OFFER AND ACCEPTANCE

OFFER

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

PROVISION OF PROFESSIONAL SERVICES - RURAL SANITATION PROGRAMME FOR A PERIOD OF THREE YEARS

The Bidder, identified in the offer signature block, has examined the documents listed in the Bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of bid.

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

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

In words:	
In figures:	R

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 Bidder before the end of the period of validity stated in the bid data, whereupon the Bidder becomes the party named as the service provider in the conditions of contract identified in the contract data.

Name	Capacity	Signature

for the Bidder

Organization name	Address of organization

As witnesses

	Name in Block Letter	Date	Signature
1			
2			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.

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

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

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

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

Name	Capacity	Signature

for the Employer

Joe Morolong Local Municipality
D320 Cardington Road, Churchill Village,
MOTHIBISTAD, 8474

As witnesses

Name in Block Letter	Date	Signature
1		
2		

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Subject		Detail
1		
2		
3		
4		
5		

By the duly authorized representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE BIDDER:

Name	Capacity	Signature

Organization name	Address of organization

As witnesses

Name in Block Letter	Date	Signature
1		
2		

FOR THE EMPLOYER:

Name	Capacity	Signature

Joe Morolong Local Municipality
D320 Cardington Road, Churchill Village,
MOTHIBISTAD, 8474

As witnesses

Name in Block Letter	Date	Signature
1		
2		

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

SECTION C1.2 - CONTRACT DATA

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **Standard Professional Services Contract (March 2004)**, published by the Construction Industry Development Board.

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

The pro-formas attached to the Standard Professional Services Contract (March 2004) on pages 16 to 23 shall not apply to this Contract and shall be replaced with the documentation bound into this bid document.

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

The **Employer** is the **JOE MOROLONG LOCAL MUNICIPALITY**.

Clause 3.4 and Clause 4.3.5:

Add the following:

The authorized and designated representative of the Employer is the **MUNICIPAL MANAGER**.

The address for receipt of communications is:

Telephone: (053) 773 9300
Facsimile: (053) 773 9350
Postal Address: Private Bag X117
MOTHIBISTAD
8474

Physical Address: Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village,
MOTHIBISTAD

The project is the: **PROVISION OF PROFESSIONAL SERVICES - RURAL SANITATION PROGRAMME FOR A PERIOD OF THREE YEARS**

Clause 3.5:

Add the following:

The locations of the various projects are in and around the jurisdiction of Joe Morolong Local Municipality. The exact location of the project will be made known to the successful Bidder.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 3.11

Add the following:

Penalty

The Service Provision shall be completed within the Duration as indicated in the Bidding Entities' programme submitted with this bid, with the following key Milestones:

MILESTONES	PENALTY PER CALENDAR DAY
Preliminary Report	1% of total tendered professional fees
An acceptable Final Water and Sanitation Operation and Maintenance Plans submitted to the Employer	1% of total tendered professional fees

Notes: The Penalty amount will not be limited.

Penalty for misleading council with wrong information provided in the returnable schedules, and information provided in this Bid.

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

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

A Programme shall be submitted with this Bid, the programme will be amended once the bid has been awarded with the start date the commencement of the project.

Clause 3.14:

Add the following:

The programme shall be submitted within **7** days of the Acceptance of the Bid Offer.

Clause 5.1.1 and Clause 5.2

Add the following:

The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

Clause 5.4.1:

Add the following:

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

1. Professional Indemnity Insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance.
2. Public Liability Insurance with a limit of indemnity of not less than R10 000 000 for any single claim, the number of claims to be unlimited during the contract period.
3. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.

The Service Provider shall ensure that any subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.

Clause 5.5:

Add the following:

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Clause 7:

Amend as follows:

Replace all reference to the "Personnel Schedule" in Clause 7 with the "Allocation of Resources Schedule" (Schedule 15).

Clause 8.1:

Add the following:

The time to commence the performance of the Services is within **14** days after the date that the Contract becomes effective.

Clause 8.4.1

Add the following:

(c) If, as a result of a budget adjustment process, it becomes necessary to reduce the funding allocation for the contract.

Clause 9.1:

Add the following:

Copyright of documents prepared for the project shall be vested with the **Employer**.

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institute of Civil Engineers.

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 13.5.1

Add the following:

The maximum amount of compensation payable by either party to the other in respect of liability under the Contract is limited to R10 000 000.

Special Conditions

Add the following:

Municipality may appoint more than one Service Provider in each field of the programme.

In case of more than one Service Provider in the programme, Allocation of works (projects) will depend on the performance and responsiveness of the Service Provider as the Municipality relied on conditional grants and cannot afford withholdings or loss of grants due to non-performance.

Non –performance will lead penalties followed by termination in terms of General Condition of Contract if situation does not improve.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Name of service provider		
Postal address		
Physical address		
Telephone no	Facsimile	E-mail address

The **authorized and designated representative** of the Service Provider is:

Name

The address and contact details for receipt of communication is:

Address		
Telephone no	Facsimile	E-mail address

SIGNED ON BEHALF OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C1.3 - OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE JOE MOROLONG LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....,
(Contractor/ Mandatory / Company/ CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,,
representing

....., as
an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20.....

Witness

Mandatory

Signed aton the.....day of.....20

Witness

**for and on behalf of
Joe Morolong Local Municipality**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C2.1 - PRICING SCHEDULE – PROFESSIONAL SERVICES (MBD3.3)

CONSULTING ENGINEERING SERVICES

Name of Bidder

Bid number: **B227-2023**
Closing day and time: **Friday, 18 August 2023 at 12h00**
Bid description: **Provision of Professional Services - Rural Sanitation Programme for a Period of Three Years**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Bidders to note the following:

- BASELINE CONSTRUCTION COSTS TO BE R10 MILLION FOR THE DETERMINATION OF PROFESSIONAL FEES.**
- Own pricing schedule can be compiled to cover costs for deployment of resources to undertake tasks associated with the programming of the works as required in Returnable **Schedule 11: Proposed Work Plan**. Bidders may also, should they deem appropriate, use the professional services Pricing Schedule included below.
- Prices to include VAT (Indicated as a separate line item.)
- The bidder should submit bid prices broken down into milestones indicated on the programme to be submitted in **Returnable Schedule 11**.
- Reimbursable expense shall be included in the bidder's own account and should there be included in the bid price.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRESCRIBED PRICING SCHEDULE FOR PROFESSIONAL ENGINEERING SERVICES

Table1: Fees for Professional Engineering Services

PROJECT ESTIMATED BUDGET =		= (A)	10 000 000.00
Civil Engineering Services			
ITEM	PROJECT STAGE	%Payment of Total Fees	% Stage of Payment
Basic Fees based on		= (B)	
.....(specify latest Government Gazette)			
Claiming any Category Factor		Factor =	Factor x (B) =
			(C)
1	Inception	70%	5%
2	Concept & Viability		25%
3	Design Development		25%
4	Documentation and Procurement		15%
5	Contract Administration and Inspection: (Clause 3.2.5)	25%	25%
6	Project Close Out	5%	5%
Sub Total Fees: Professional Engineering Services		C + (a) + (b) + (c) + (d) + (e) + (f) =	
			(D)
7	Percentage Discount Offered (Max 10%)	(E)	(D x E) =
			(F)
Total Fees for Professional Services (less Discount Offered): Carry to Table 6		(D - F) =	
			(G)

Table 2: Fees for Disbursements

ITEM	SERVICES REQUIRED	% of Project Est. Budget	AMOUNT: ((A x h1 to h4)
8	Travelling Cost	(h1)	(i1)
9	Travelling Time	(h2)	(i2)
10	Printing, Duplication etc.	(h3)	(i3)
11	Communication	(h4)	(i4)
Total Fees for Disbursement: Carry to Table 6		(i1) + (i2) + (i3) + (i4) =	
			(J)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRESCRIBED PRICING SCHEDULE FOR PROFESSIONAL ENGINEERING SERVICES

Table 3: Time Basis Fees

Item	Description	Symbol & Rate	Quantity	Amount
12	Project Leader or Director	Hr @ R	20	(k1)
13	Project Engineer or Designer	Hr @ R	20	(k2)
14	Project Manager	Hr @ R	20	(k3)
15	Resident Engineer	Hr @ R	20	(k4)
16	Technician	Hr @ R	20	(k5)
17	Other (specify)	Hr @ R		Rate Only
18		Hr @ R		Rate Only
19		Hr @ R		Rate Only
20		Hr @ R		Rate Only
Total Fees for Time Basis Fees: Carry to Table 6 - (k1) + (k2) + (k3) + (k4) + (k5) =				(L)

Table 4: Fees for Allowance for Additional Construction Supervision: Clause 3.3.2

21	Fees for Additional Construction Monitoring/ Supervision as per Clause 3.3.2 of ECSA Tariff Structure Gazette No.(specify Gazette) Clients Approval is compulsory	Estimated Construction Duration & Rate		
		Duration Months	10	
		Monthly Rate	(m)	
Total Fees: Additional Supervision: Carry to Table 6		(10 x m) = N		(N)

Table 5: Cost for Special Consulting Services:

ITEM	DESCRIPTION OF RECOVERABLE	UNIT OF MEASURE	AMOUNT:
22	Costs for Special Consulting Services		
22.1	Geo-hydrology Services (Ground water protocol)	Total Sum (p1) Attach Breakdown	
22.2	Environmental Services	Total Sum (p2) Attach Breakdown	
22.3	Occupational Health & Safety	Total Sum (p3) Attach Breakdown	
22.4	Social Facilitations Services	Total Sum (p4) Attach Breakdown	
22.5	Other:.....	Total Sum (p5) Attach Breakdown	
Total Fees For Recoverable Expenses Offered = (Q) carry forward to Table 6			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRESCRIBED PRICING SCHEDULE FOR PROFESSIONAL ENGINEERING SERVICES

Table 6: Fees Summary (Tables 1 – 5)

ITEM	SERVICE RENDERING	SYMBOL	BROUGHT FORWARD (TABLE)	FEES
1	Fees For Professional Engineering Services	G	1	
2	Fees For Disbursement	J	2	
3	Fees For Time Basis	L	3	
4	Additional Supervision	N	4	
5	Costs for Specialist Consulting Services	Q	5	
Sub Total = (G + J + L + N + Q)				(R)
Add 15% VAT = (R x 15%)			15%	(S)
GRANT TOTAL PROFESSIONAL ENGINEERING SERVICES (VAT Inclusive) Carry forward to FORM OF OFFER				

NAME OF BIDDER

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Any queries regarding bidding procedures may be directed to:

Joe Morolong Local Municipality	
Telephone number:	(053) 773 9300
E-mail address:	registry@joemorolong.gov.za

Bid contact details	
Name:	Technical Services Director: Mr. L. Moinwe
Details:	(053) 773 9300 / (079) 552 9563 / registry@joemorolong.gov.za

Acting Municipal Manager
TJ Gopetse
Joe Morolong Local Municipality
Private Bag X117 MOTHIBISTAD 8474

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

SECTION C3.1 - SCOPE OF WORK

1. INTRODUCTION & BACKGROUND

The Joe Morolong Local Municipality is situated in Churchill, a village approximately 30 km from Kuruman. The Municipality has more than 186 villages of which have basic sanitation services consisting of UDS and VIP toilets. These villages are all depended on borehole water and some also do not have a basic water supply. In most areas gravel roads exists which has an influence on the delivery of material. As indicated, a huge sanitation need still exists which has an influence in the area and the backlog always increase.

A Geo-hydrology survey was conducted in most villages. A decision was taken in the past that where the aquifer is sensitive, UDS toilets will be constructed and in other villages, VIP toilets will be constructed.

A Programme Steering Committee (PSC) consisting of nominated technical officials and Councilors of all the wards of the Municipality, Joe Morolong Local Municipality Technical Services Department will be the controlling body to steer this whole programme.

The PSC must ensure that the programme conforms to the principles of the RDP, EPWP and that the whole process is broadly inclusive and transparent.

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

Sanitation is not only about providing toilet structures. It also includes providing health and hygiene education, as well as ensuring ownership of the system by the household.

Depending on the allocation provided by MIG, Council identifies villages where toilets have to be supplied, delivered and constructed – on average 1 000 toilets are constructed.

A Professional Consultant is then responsible for the implementation of these projects, for a duration of 36-months, reviewed annually based on performance.

The successful bidder/s must then ensure that Project Management, Monitoring and Supervision is implemented on all construction projects, under the Rural Sanitation Programme.

SCOPE

The Joe Morolong Local Municipality Rural Sanitation Programme (RSP) is aimed at providing double dry pit sanitation to the rural communities within the Municipality's Area of Jurisdiction. The communities in question will be provided with toilets at a basic level of service, viz. per MIG guidelines. The households to be served in the municipality will be identified and prioritized on a need driven basis and in line with the municipal SDF and IDP. Funding for this programme will normally be from MIG-funding. Exclude funds raised through other interventions.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Joe Morolong Local Municipality requires the assistance of a Professional Consultant team responsible for Project Management (both implementation and management), Geo-hydrology (Groundwater Protocol), Environmental, Occupational Health & Safety and Social Facilitation to implement the RSP.

The Professional Consultant will be responsible for the following:

Community Entry

The project must be implemented in co-ordination with the community. A community steering committee must be established to facilitate/liaison, and to ensure joint planning and implementation of the project. The project steering committee must be involved on the project and should appoint persons to be trained to conduct some tasks.

Feasibility Study

The feasibility study is the mechanism through which all mayor decisions concerning the project are made. It is therefor critical that all key stakeholders participate in the feasibility study process, particularly the community that is to benefit from the project. The feasibility study should determine at least the following:

- The health and hygiene aspects to be addressed
- Knowledge of the system to be implemented
- Supervision and monitoring of the project
- The outcome of this phase should be a developed health and hygiene KPI

Training

Different kinds of training should take place on the project, e.g., training of the PSC to conduct the health and hygiene campaign

The methodology of conducting the training should be described as well as the content and the approach. The number of sessions and the cost of the training must be indicated in the table below:

Type of Training	Number of Sessions	Number of People Targeted	Hours Training Sessions will Last

Planning for Construction

As indicated, the bidders for the material and construction will be prepared and appointed by the municipality. However, it will be the responsibility of the service provider (contractor) to manage the material delivery. Arrangements will have to be made with the service provider to deliver this material directly to site and households.

The process of how the planning of material and the construction programme will be managed, must be described.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Monthly reports on the following will be required:

- Materials delivered on site
- Number of toilets constructed
- Number of materials at household level (not constructed yet)
- Material still available per village

The above will assist with material reconciliation.

Construction

During the construction phase, the toilets are delivered and erected (constructed). It has to be ensured that the toilets are constructed according to the design, thus also ensuring quality workmanship. A contract must be signed between the builder and contractor. After completion of the toilet, the household and service provider must sign-off the toilet, indicating that the toilet is completed and the quality is satisfactory. The professional service provider (consultant) must manage the process and the contractor will be responsible for the payment/s of the builder/s. The contractor will then, with the certification from the consultant, claim the funds from the municipality.

Health and Hygiene

An awareness campaign, based on the findings of the survey, must be implemented, where participatory methods will be used. Community members and/or project steering committee members must be trained to assist in conducting awareness campaigns. The awareness campaign must include practical sessions to demonstrate and address some operations and maintenance issues on the sanitation systems.

The awareness campaign must target the whole village. This is especially important that households understand how the system is operated and maintained, since dry sanitation systems are implemented.

At least 3 health and hygiene key performance indicators must be achieved per village, of which the use, operations and maintenance should be one.

Monitoring and Evaluation

The awareness campaign must have an impact on the community and it must be assessed. The monitoring method must be described in the proposal and indicated how it will be conducted. At least 10% of the target group must be targeted for the evaluation. A complete report on the outcome of the evaluation must be submitted, indicating the value of the programme in the community.

2. OBJECTIVES

The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for **PROVISION OF PROFESSIONAL SERVICES: RURAL SANITATION PROGRAMME**, which will be evaluated using a quality and preferences, based system as described in the tender data. There after shortlisted tenderers may invited to present their understanding of the required scope of work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The **Programme's primary objective** is to develop, renovate and upgrade resident community facilities in the rural areas of the Municipality with a safe, affordable and sustainable community infrastructure.

Secondary objectives will be to:

- Empower the various communities through participation and training to manage and maintain community facilities.
- Utilize appropriate technology
- Ensure maximum development impact of the project by maximizing community participation in the implementation thereof.

It is important that above-mentioned objectives be obtained through and with the participation of all stakeholders.

3. IMPLEMENTATION

It is envisaged that the contract should operate for a maximum period of **three (3) years from the date of appointed and this will be subject to availability of funds.**

4. INFORMATION AVAILABLE

The nature of the programme is such that no predetermined projects can be identified. Activities in the municipality are determined by the Council based on a consolidated priority lists which are based on priority lists received from all wards. The Council will then activate the approved procedures to implement projects. The majority of the information pertaining to a specific village / request will be determined with a physical site visit during the verification process to be undertaken by the consultants after their appointment.

5. EXTENT OF THE WORKS

5.1 Activity Involvement

The scope of services to be provided shall be as included in the Engineering Council of South Africa (ECSA): Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000, (Act No. 46 of 2000) – Latest Board Notice - including Community Development(Training, Awareness & Capacity Building),

5.2 Organizational Development

The consultant's involvement during the verification process will be required to assess the status of facilities conditions of the specific village / request and to make recommendations to the PSC and Joe Morolong Local Municipality for discussion with the community. Technical advice based on the preliminary design and possible alternatives must be provided during the Capacity Building Programme phase.

5.3 Engineering Consultancy

The **Principal Civil Engineer or Architect** will be responsible for the:

- Preparation of the Business Plan, Technical Reports, Detailed Designs & Construction Bid documentation,etc..

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Employer

Witness 1

Witness 2

- Evaluation of Bid documents, recommendation of successful Bidders to the Bid Adjudication Committee
- Contract administration
- Supervision over all the appointed contractors.
- Design Reports to Technical Working Group for approval.

The scope of services to be provided shall be as included in the **Engineering Council of South Africa (ECSA): Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000, (Act No. 46 of 2000) – Latest Board Notice.**

5.4 Project Management

The **Project Manager** will be responsible for the following activities and will report on behalf of the Professional Team to the PSC:

- Monthly Progress Reports
- Financial Expenditure Reports
- Cash flows
- Supervision & Coordination of all consultants in the Professional team
- All required Reports to the Funding Agents

And other PMBOK elements

The scope of services to be provided shall be as included in the **Engineering Council of South Africa (ECSA): Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000, (Act No. 46 of 2000) – Latest Board Notice.**

6. STAFF REQUIREMENTS

At least one person with appropriate qualifications (Minimum Professional registered **Architect / Engineer / Technologists / Quantity Surveyor**) and extensive experience (**Minimum 5 years**) in **Wet and Dry Sanitation Development** will be required for each discipline.

7. REPORTING

Monthly reporting to the Municipality PMU on all aspects of the programme will be required, including Progress Reports, cash flows, and all other key performance indicators as may be prescribed by the PSC. Interim reports to the Joe Morolong Local Municipality representatives in the region, as and when required, as well as monitoring and evaluation reporting to the Funding Agent will also be required.

8. REMUNERATION

Due to the nature of the approval of budgets annually, the total value of the project cannot be pre-determined. The appointment must not be seen as project specific, but rather as Programme Specific. The consultant will claim according to a time basis, where fixed rates are coupled to categories for specific activities, for the tasks listed in Section 5 above. The

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

specialist consultant will supply the Project Engineer with a Cost estimate for each and every specific task, which needs approval from the Employer before such task can commence.

Professional fees as a percentage of cost of implementation of the works will become payable upon issuing of designs and details for each village / project, for the works as prescribed in Section 5 above.

Note: The programme does not cover funds raised through risk appointments and or funds raised outside normal municipal allocation.
Allocation of scope or works will not distributed equitable but performance base.
Municipality may appoint more than one consultant in a programme.

8.1 Time Basis Tasks

- The Preparation of Business plan,
- Preparation of Technical Reports,
- Preparation of MIG registration forms,
- Compilation of all contract Bid documentation (According to SANS)
- Evaluation of Bids
- Submission of Bid Evaluation Report to Bid Adjudication Reports for each term will be claimed on a time basis.
- All other specialist consultants will be paid on a time basis on tariffs as agreed with the Municipality.

8.2 Professional Fees

The structure of fees as proposed by **The Engineering Council of South Africa, in the “Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000, (Act No. 46 of 2000) – Board Notice 138 of 2015” or as amended from time to time and what is applicable at the time of implementation**, will be used for **Civil Engineering Work**, as well as **Project Management Work**.

9. LOCATION OF THE WORKS

The location of the project or programme will be within the jurisdiction of Joe Morolong Municipal Area.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2