



MAKHUDUTHAMAGA  
LOCAL MUNICIPALITY

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY  
LIM473/MAMONE-ROAD/21/22/24**

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FROM INDIVIDUAL COMPANIES, JOINT VENTURES OR CONSORTIUMS OF CONSULTING ENGINEERING FIRMS FOR THE FEASIBILITY STUDY, DESIGNS, COORDINATION, TENDER PROCESSES, SUPERVISION THROUGH TO COMMISSIONING OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET**

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| <b>NAME OF THE BIDDER</b>  | :  |
| <b>BID AMOUNT</b>  | :  |
| <b>TEL NUMBER</b>  | :  |
| <b>FAX NUMBER</b>  | :  |
| <b>EMAIL ADDRESS</b>   | :  |

# MAKHUDUTHAMAGA LOCAL MUNICIPALITY

## MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FROM INDIVIDUAL COMPANIES, JOINT VENTURES OR CONSORTIUMS OF CONSULTING ENGINEERING FIRMS FOR THE FEASIBILITY STUDY, DESIGNS, COORDINATION, TENDER PROCESSES, SUPERVISION THROUGH TO COMMISSIONING OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET

### Contents

|  |           |
|--|-----------|
| <b>PART T1: BIDDING PROCEDURES.....</b>                                      | <b>3</b>  |
| <b>PART T2: RETURNABLE DOCUMENTS .....</b>                                   | <b>1</b>  |
| <b>THE CONTRACT .....</b>  | <b>38</b> |
| <b>PART C1: AGREEMENT AND CONTRACT DATA .....</b>                            | <b>38</b> |
| <b>C1.2 CONTRACT DATA .....</b>  | <b>42</b> |
| <b>PART C2: PRICING DATA .....</b>   | <b>45</b> |
| <b>PART C3: SCOPE OF WORK.....</b>   | <b>48</b> |
| <b>C3.1 BACKGROUND .....</b>   | <b>49</b> |
| <b>C3.2 OUTLINE.....</b>   | <b>50</b> |
| <b>C3.3 REQUIRED BIDDER PROFILE .....</b>                                    | <b>50</b> |
| <b>C3.4 COMPLIANCE WITH A PROGRAMME MANAGEMENT SYSTEM.....</b>               | <b>50</b> |
| <b>C3.5 PROPOSAL OBJECTIVES .....</b>  | <b>51</b> |
| 3.5.1 Overall Objectives.....  | 51        |
| 3.5.2 Specific Objectives.....   | 51        |
| <b>C3.6 STAKEHOLDER CONSULTATION.....</b>                                    | <b>51</b> |
| <b>C3.7 PROJECT TERMS OF REFERENCE (GENERIC).....</b>                        | <b>51</b> |
| 3.7.1 Status Quo Assessment.....   | 51        |
| 3.7.2 Physical Attributes.....   | 51        |
| 3.7.3 Demographic Attributes.....  | 52        |
| 3.7.4 Socio-Economic Attributes .....  | 52        |
| 3.7.5 Institutional Attributes.....  | 52        |
| 3.7.6 Cost Estimates.....  | 52        |
| 3.7.7 Environmental Matters .....  | 52        |
| 3.7.8 Implementation Business Plan.....                                      | 52        |
| <b>3.8 PROPOSED PROJECT RESOURCES.....</b>                                   | <b>52</b> |
| <b>3.9 KEY PROPOSAL DELIVERABLES .....</b>                                   | <b>53</b> |
| <b>3.10 FORMAT FOR PRESENTATION OF CV'S OF CONSULTANCY TEAM MEMBERS.....</b> | <b>53</b> |

## **THE BID**

### **PART T1: BIDDING PROCEDURES**

T1.1 Bid Notice and Invitation to Bid

T1.2 Bid Data



## MAKHUDUTHAMAGA LOCAL MUNICIPALITY

### Bid Notice and Invitation to Bid MAKHUDUTHAMAGA LOCAL MUNICIPALITY

Bidders are hereby invited to bid for the following projects:

| No | Project Number                     | Project Description   | Closing Date        | CIDB Grade     |
|----|------------------------------------|---|---------------------|----------------|
| 1. | LIM473/MOCHADI-ROAD/21/22/23       | Construction of Mochadi road and Bridge                     | 07/02/2022 at 12:00 | Design only    |
| 2. | LIM473/MAMONE-ROAD/21/22/24        | Construction of Manyeleti to Mamone Central Internal Street | 07/02/2022 at 12:00 | Design only    |
| 3. | LIM473/DIHLABANENG-ELECT/21/22/025 | Electrification of households at Dihlabaneng Turnkey        | 07/02/2022 at 12:00 | 6 EP or Higher |

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **20 January 2022 (Mon-Fri from 08:00-14:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service ([www.etender.gov.za](http://www.etender.gov.za)) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

**Be informed that due to the ongoing COVID-19 pandemic, tenders will not be opened in public. Please note closing register will be published on the municipal website within 7days after closing date.**

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and revised procurement regulation April 2017 on 100 points for functionality and 80/20 point system where 80 points are for the price and 20 points are for B-BBEE (according to the said legislation). Details of Functionality are in the bid documents. Bids will remain valid for 90(ninety) days.

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

For enquiries contact:  
Supply Chain Unit  
Infrastructure Unit  
**Ms MN Rampedi**  
**Municipal Manager,**

: Mr Mothapo KJ - 013 265 8607  
: Ms Lubisi NB - 013 265 8735

# MAKHUDUTHAMAGA LOCAL MUNICIPALITY

MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FROM INDIVIDUAL COMPANIES, JOINT VENTURES OR CONSORTIUMS OF CONSULTING ENGINEERING FIRMS FOR THE FEASIBILITY STUDY, DESIGNS, COORDINATION, TENDER PROCESSES, SUPERVISION THROUGH TO COMMISSIONING OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET

## T1.2 Bid Data

The conditions of bid are the standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. See [www.cidb.org.za](http://www.cidb.org.za) which is reproduced without amendment or alteration for the convenience of bidders as an Annex to this Bid Data.

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

The additional conditions of bidding are:

Bid offers will only be accepted if the bidder is free of any common ownership interest with the successful bidder for the Makhuduthamaga Local Municipality.

The consulting engineering firm/consortium/joint venture that will co-ordinate, plan, design, project manager and commission the above project.

| <b>Clause Number</b> | <b>Bid Data</b> |
|----------------------|-----------------|
|----------------------|-----------------|

|      |  |
|------|--|
| F1.1 | The employer is the <b>MAKHUDUTHAMAGA LOCAL MUNICIPALITY</b> |
|------|--|

|      |  |
|------|--|
| F1.2 | The bid documents issued by the employer comprise: |
|------|--|

|      |                                  |
|------|----------------------------------|
| T1.1 | Bid notice and invitation to bid |
|------|----------------------------------|

|      |          |
|------|----------|
| T1.2 | Bid data |
|------|----------|

|      |                              |
|------|------------------------------|
| T2.1 | List of returnable documents |
|------|------------------------------|

|      |                      |
|------|----------------------|
| T2.2 | Returnable schedules |
|------|----------------------|

|  |  |
|--|--|
|  | <b>Part 1: Agreements and contracts data</b> |
|--|--|

|      |                              |
|------|------------------------------|
| C1.1 | Form of offer and acceptance |
|------|------------------------------|

|      |               |
|------|---------------|
| C1.2 | Contract data |
|------|---------------|

|  |                             |
|--|-----------------------------|
|  | <b>Part 2: Pricing data</b> |
|--|-----------------------------|

|      |                      |
|------|----------------------|
| C2.1 | Pricing instructions |
|------|----------------------|

|      |                    |
|------|--------------------|
| C2.2 | Activity schedules |
|------|--------------------|

|  |                              |
|--|------------------------------|
|  | <b>Part 3: Scope of work</b> |
|--|------------------------------|

|    |               |
|----|---------------|
| C3 | Scope of work |
|----|---------------|

F1.4 The employer's agent is: **MN RAMPEDI**

Tel: (013) 265 8600

Fax: (013) 265 1975

F2.1 Only those bidders who satisfy the following are eligible to submit bids.

1. Have professional indemnity cover in an amount of not less than twice the total fee bid.
2. Have in their full time employ key persons who have:
  - i) Professional registration with ECSA as a professional engineer/ engineering technologist.

F2.7 The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid.

F2.12 If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably enables the Employer's objectives for the services as stated in the Scope of Work to be achieved.

F2.B A **one-envelop** procedure **will** be followed.

F2.13.1 All parts of each bid offer communicated on paper shall be submitted as the original.

F2.13.2 The employer's address for delivery of bid offers and identification details to be shown on each bid offer package is:

**BID BOX (TENDER BOX)  
MAKHUDUTHAMAGA LOCAL MUNICIPALITY  
GROBLERSDAL ROAD, JANE FURSE**

F2.15 The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.

F2.15 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.

F2.16 The bid offer validity period is **ninety (90) days**.

F2.23 The municipality will verify that the tax matters of the bidders are in order through Central Supplier Database (**CSD**).

F3.4 The Bid/Proposal will be opened immediately after the closing time for bids only to confirm the bidder, at:

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY  
GROBLERSDAL ROAD, JANE FURSE**

**FUNCTIONALITY**

F3.11.1. The procedure for the evaluation of responsive tenders is **Method 4** (Financial offer, quality and preference)

The total number of tender evaluation points ( $T_{EV}$ ) shall be determined in accordance with the following formula.

$$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$$

Where  $f_1$  and  $f_2$  are fractions,  $f_1$  equals 1 minus  $f_2$  and  $f_2$  equals 100%

$N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula

$$A = (1 - \frac{P - P_m}{P_m})$$

and  $W_1$  equals:

80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 1000 000

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where  $W_2 = 100$ .

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

F3.11.3 The quality criteria and maximum score in respect of each of the criteria are as follows:

| Quality Criteria  | Sub-Criteria                             | Weighting         |
|---|--|-------------------|
| Approach paper which responds of the proposed scope of work/project design and outlines proposed approach/methodology and work plan complete with time frames | Technical approach paper and methodology | 25                |
| Organization and staffing   |  | 15                |
| Experience of the key staff (assigned personnel) in relation to the scope of work   | Project Leader                           | 15                |
|   | General qualifications                   | 15                |
|   | Experience with similar project          | 10                |
| Bidder's experience with respect to specific aspects of the project / comparable projects   | -  | 20                |
| <b>Maximum possible score for quality (M<sub>s</sub>)</b>   |  | <b>100 points</b> |

F3.11.4 Quality shall be scored independently by the evaluation committee in accordance with the following schedules:

- Evaluation Schedule: Approach Paper and Methodology
- Evaluation Schedule: Proposed Organisation and Staffing
- Evaluation Schedule: Experience of the key staff

- Evaluation Schedule: Bidder's experience

➤ **Approach Paper and Methodology ( 25 )**

- The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. : **0- 5 points**
- The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is too generic : **5-10 points**
- The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project. : **10 -15 points**
- Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs : **15-25 points**

➤ **Organisation & Staffing ( 15 )**

- Organisational Structure attached, with no qualifications attached : 5 points
- Organisational Structure attached with qualifications attached : 15 points

➤ **Experience of Project Leader ( 15 )**

- With 2 years experience in Civil engineering (local government) in senior management level: 5 points
- With > 4 years experience in Civil engineering (local government) in senior management level: 15 Points

➤ **General Qualification (15)**

- At least one person with diploma in civil engineering: 5 points
- At least one person with degree in civil engineering: 10 points
- Combination of the above two (One with diploma and the other one with degree or one with both diploma and degree: 15 points

➤ **Bidder's experience with similar projects. (20)**

| No. | TARGET GOALS  | POINTS |
|-----|---|--------|
| 01. | Tenderer scores zero(0) points where no information regarding the company's relevant past experience indicated                          | 0      |
| 02. | Tenderer scores 15 points where information regarding the company's experience is provided  | 15     |
| 03. | Tenderer scores 25 points where information regarding the company's relevant experience is indicated, copies of appointment letters/ or | 20     |

|  |  |
|--|--|
| completion certificates should be attached |  |
|--|--|

The minimum number of evaluation points for quality is **60**. Bidders who score below 60 points will be eliminated from the process.

Bidders who score 60 points and above, will further be evaluated on a 80/20 point system where 80 points will be for price (Professional Fees inclusive of all disbursements and specialised services) and 20 points will be for Preferences as specified below.

F3.11.4 The 20 points will be allocated according to B-BBEE certificate and 80 points for price.

F3.13.1 Bid offers will only be accepted if:

- a) The bidder is registered on the Central Supplier Database (CSD) for the South African government ( see <https://secure.csd.gov.za/> ) unless it is a foreign supplier with no local registered entity
- b) The bidder is in good standing with SARS according to the Central Supplier Database;
- c) The bidder has a professional indemnity cover in an amount of not less than twice the total fee bid;
- d) The bidder has in his full time employ key persons who is registered with ECSA as a professional engineer/technologist;
- e) The bidder or any of its directors/shareholders is not listed on the Register of Tender 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;
- f) The bidder has not:
  - i) Abused the Employer's Supply Chain Management System; or
  - ii) Failed to perform on any previous contract and has been given a written notice to this effect;
- g) The bidder has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- h) The bidder has completed the Record of Consultancy Services provided to Organs of State;
- i) The bidder has returned and fully completed all returnable documents and attached all required supporting documents;

F3.18 The number of paper copies of the signed contract to be provided by the employer is **one**.

**Annex F**  
*(Normative)*  
**Standard Conditions of Tender**

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

## **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 an incentive for improper 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 decisions taken.*

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a 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:

- 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 fulfill 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 price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- 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;
- 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) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **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 readily read, copied and recorded. Communications 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 Cancellation and Re-Invitation of Tenders**

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) Due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) Funds are no longer available to cover the total envisaged expenditure; or
- (c) No acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **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 is 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 tenderers, 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 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 and 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 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.1.6.3 Proposal procedure using the two stage-system**

##### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

##### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **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 for tenders.

### **F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **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.

### **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 prices (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 of the 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.

### **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.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in 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 non-erasable ink.

**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 will 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 packages clearly marked as "SUBSTITUTE".

## **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 and policies**

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.

**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 a 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 individual 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.

### **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 three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 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 opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion 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 functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **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 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** 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.3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) Where there 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 total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### F.3.10 Clarification of a tender offer

Obtain clarification from a 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 bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below:

|  |   |
|--|---|
| Method 1: Financial offer                          | <ol style="list-style-type: none"> <li>1) Rank bid offers from the most favourable to the least favourable comparative offer.</li> <li>2) Recommended highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>   |
| Method 2: Financial offer and preferences          | <ol style="list-style-type: none"> <li>1) Score bid evaluation points for financial offer.</li> <li>2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing.</li> <li>3) Calculate total bid evaluation points.</li> <li>4) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>  |
| Method 3: Preferences and quality                  | <ol style="list-style-type: none"> <li>1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score bid evaluation points for preference offer.</li> <li>3) Calculate total bid evaluation points.</li> <li>4) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>5) Recommended bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>  |
| Method 4: Financial offer, quality and preferences | <ol style="list-style-type: none"> <li>1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score bid evaluation points for financial offer.</li> <li>3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preferencing.</li> <li>4) Calculate total bid evaluation points.</li> <li>5) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol> |

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 ( all applicable taxes included):

$$Ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right)$$

Where

*Ps = Points scored for comparative price of tender or offer under consideration; Pt = Comparative price of tender or offer under consideration; and Pmin = Comparative price of lowest acceptable tender or offer.*

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate
- 4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

| B-BBEE status level of contributor | Number of points |
|------------------------------------|------------------|
| 1                                  | 20               |
| 2                                  | 18               |
| 3                                  | 16               |
| 4                                  | 12               |
| 5                                  | 8                |
| 6                                  | 6                |
| 7                                  | 4                |
| 8                                  | 2                |
| Non-compliant contributor          | 0                |

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

### **F.3.11.6 Decimal places**

Score price, preference and functionality, as relevant, to two decimal places.

### **F.3.11.7 Scoring Price**

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

$$\frac{NF}{O} = W1 \times A$$

where NFO is the number of tender evaluation points awarded for price.  
: W1 is the maximum possible number of tender evaluation points awarded for price 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: Formulae for calculating the value of A**

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

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 functionality**

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

Calculate the total number of tender evaluation points for quality using the following 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.3.12 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 the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating 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 the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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.

### **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 tender 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 tenderer 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 actions taken**

Provide upon request written reasons to tenderers for any action that is taken 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 interests of tenderers or might prejudice fair competition between tenderers.

### **F3.19 Transparency in the procurement process**

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purpose.

**PART T2: RETURNABLE DOCUMENTS**

T2.1 List of Returnable Documents

T.2.2 Returnable Schedules

# MAKHUDUTHAMAGA LOCAL MUNICIPALITY

MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FROM INDIVIDUAL COMPANIES, JOINT VENTURES OR CONSORTIUMS OF CONSULTING ENGINEERING FIRMS FOR THE FEASIBILITY STUDY, DESIGNS, COORDINATION, TENDER PROCESSES, SUPERVISION THROUGH TO COMMISSIONING OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET

## T2.1 List of Returnable Documents

The bidder must complete the following returnable documents:

### 1. Returnable schedules required for bid evaluation purposes (This Document)

- A. Record of Addenda to Bid Documents
- B. Compulsory Enterprise Questionnaire
- C. Certificate of authority to sign documents (include for Joint Ventures / Consortia agreement where applicable)
- D. Proposed Amendments and Qualifications
- E. Evaluation Schedule: Approach Paper
- F. Evaluation Schedule: Proposed Organization and Staffing
- G. Evaluation Schedule: Experience of the Key Staff
- H. Evaluation Schedule: Bidder's Experience
- I. Record of consultancy services provided to organs of state
- J. Certificate for Municipal Services and Payments (Both Directors and the company) in case of areas not paying municipal services an affidavits must be attached). Lease agreement in case of lessor.
- K. Authorisation for deduction of outstanding amounts owed to Council

### 2. Other documents required only for bid evaluation purposes (External Documents)

- A. Individual firms, joint venture or consortium firms experience detail - Evidence of sustained economic activity as required in terms of the eligibility criteria established in the Bid Data.
- B. Detail of experience of each individual on the team (CV's).
- C. Certified copies of each individual's qualifications on the team.
- D. Certified copies of each individual's registration at the applicable professional body as required by law.
- E. Joint venture, consortium agreements (if applicable).
- F. Proof of professional indemnity insurance - Professional indemnity that is applicable on this project.
- G. Detail terms of reference for specialist studies. Specialist studies to be carried out in the following if needed:
  - a. Facilitation / Communication Plan (Detailed terms of reference and methodology to be provided in the proposal).
- H. Organisational structure for the project team

3. Failure to complete or submit any of the returnable documents will lead to disqualification from the bidding process

**4. Returnable schedules that will be incorporated into the contract**

None.

**5. Other documents that will be incorporated into the contract**

5.1 Original bid document

5.2 Addendum – if issued

5.3 Proof of purchase of the original bid document.

5.4 B-BBEE verification certificate

**NB: All copies must be certified and the certification must not be older than three months of the closing date.**

**6. The offer portion of the  
C1.1 Offer and Acceptance**

**7. C1.2 Contract Data (Part 2)**

## T2.1.A. 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. |      |                  |

Attached additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

## T2.1.B. Compulsory Enterprise Questionnaire

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

### Section 1: Enterprise Details

|                            |  |
|----------------------------|--|
| <b>Name of enterprise:</b> |  |
| <b>Contact person:</b>     |  |
| <b>Email:</b>              |  |
| <b>Telephone:</b>          |  |
| <b>Cell no</b>             |  |
| <b>Fax:</b>                |  |
| <b>Physical address</b>    |  |
| <b>Postal address</b>      |  |

### Section 2: Particulars of companies and close corporations

|  |  |
|--|--|
| <b>Company / Close Corporation registration number</b> |  |
|--|--|

### Section 3: SARS Information

|                                 |  |
|---------------------------------|--|
| <b>Tax reference number</b>     |  |
| <b>VAT registration number:</b> |  |

### Section 4: CIDB registration number

|                                 |  |
|---------------------------------|--|
| <b>CIDB Registration number</b> |  |
|---------------------------------|--|

### Section 5: National Treasury Central Supplier Database

|   |  |
|---|--|
| <b>Supplier number</b>                      |  |
| <b>Unique registration reference number</b> |  |

### Section 6: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

| <b>Full name of principal</b> | <b>Identity number</b> | <b>Personal tax reference number</b> |
|-------------------------------|------------------------|--------------------------------------|
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:**

| Name of principal | Name of institution, public office, board or organ of state and position held | Status of service<br><i>(tick appropriate column)</i> |                       |
|-------------------|---|---|-----------------------|
|                   |   | Current   | Within last 12 months |
|                   |   |   |                       |
|                   |   |   |                       |
|                   |   |   |                       |
|                   |   |   |                       |
|                   |   |   |                       |

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

| Name of family member | Name of institution, public office, board or organ of state and position held | Status of service<br><i>(tick appropriate column)</i> |                       |
|-----------------------|---|---|-----------------------|
|                       |   | Current   | Within last 12 months |
|                       |   |   |                       |
|                       |   |   |                       |
|                       |   |   |                       |
|                       |   |   |                       |

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes       No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

**Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury’s Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

|            |                |
|------------|----------------|
| Name ..... | Date .....     |
|            | Position ..... |

Enterprise name .....

.....

## T2.1.C. Certificate of Authority

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

| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|
|              |                  |                    |                      |                        |

### A. Certificate for company

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

As witness

1.....  
.....  
Chairman

2.....  
.....  
Date

### B. Certificate of partnership

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

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**C. Certificate for Joint Venture**

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

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

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME & CAPACITY |
|--------------|---------|--|
|              |         |  |
|              |         |  |
|              |         |  |
|              |         |  |
|              |         |  |
|              |         |  |
|              |         |  |

**D. Certificate for sole proprietor**

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

As Witness:

1.....

.....  
Signature: Sole owner

2.....

.....  
Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| <b>NAME</b> | <b>ADDRESS</b> | <b>SIGNATURE</b> | <b>DATE</b> |
|-------------|----------------|------------------|-------------|
|             |                |                  |             |
|             |                |                  |             |
|             |                |                  |             |
|             |                |                  |             |
|             |                |                  |             |
|             |                |                  |             |

NOTE: This certificate is to be completed and signed by all key members upon who rests the direction of the affairs of the Close Corporation as a whole.

## T2.1.D. Proposed Amendments and Qualifications

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 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 Bid referenced in the Bid Data regarding the employer's handling of material deviations and qualifications.

Bidders must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

| <b>Page</b> | <b>Clause or Item</b> | <b>Proposal</b> |
|-------------|-----------------------|-----------------|
|-------------|-----------------------|-----------------|

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

## T2.1.E. Evaluation Schedule: Approach Paper

The approach paper must respond to the proposed scope of work/project design and outline the proposed approach / methodology and work plan complete with time frames, and where relevant and appropriate, propose the scope of work and / or modifications to the scope of work. The approach paper should articulate what the bidder is offering to provide for the price offered in the pricing data.

The bidder must as such explain his / her understanding of the objectives of the assignment and the Municipalities stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. They should explain the methodologies they propose to adopt demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work proposed by the Department. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful bidder. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

The bidder must attach his / her approach paper to this page.

| Points | Response     | Technical Approach and Methodology  |
|--------|--------------|---|
| 0-5    | Poor         | The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.  |
| 2-10   | Satisfactory | The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.<br>The quality plan, manner in which risk is to be managed etc is too generic.                                       |
| 10-15  | Good         | The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project. |
| 15-25  | Very good    | Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs                 |

The undersigned, who warrants the he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Bidder \_\_\_\_\_

## T2.1.F. Evaluation Schedule: Proposed Organization and Staffing

The bidder should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The bidder must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

|                       |   |
|-----------------------|---|
| <b>1 ( Poor)</b>      | The organization chart is sketchy and the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities.   |
| <b>2 (Acceptable)</b> | The organization chart is sketchy and the staffing plan is good in important areas, or the staffing schedule is consistent with the timing of the most important deliverables. There is clarity in allocation of tasks and responsibilities.  |
| <b>3 (Good)</b>       | The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.  |
| <b>4 (Very Good)</b>  | Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short term experts. Some members of the project team have worked together before on limited occasions. |
| <b>5 (Excellent)</b>  | Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.   |

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

## T2.1.G. Evaluation Schedule: Experience of Key Staff

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues pertinent to the project e.g. local conditions, affected communities, legislation, etc.

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
  - name
  - date and place of birth
  - place(s) of tertiary education and dates associated therewith
  - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
3. Name of current employer and position in enterprise.
4. Overview of post graduate / diploma experience (year, organization and position).
5. Outline of recent assignments / experience that has a bearing on the scope of work.

The scoring of the relevant experience of key staff that will be active in the project will be as follows:

| Score                 | General Qualifications<br>(Greater weighting will be given to the team leader) | Adequacy for the Assignment<br>(Greater weighting will be given to the team leader)       | Experience in similar projects<br>(Greater weighting will be given to the team leader) |
|-----------------------|--|---|--|
| <b>1 (Poor)</b>       | Key staff have very limited levels of general experience                       | Key staff have very limited levels of project specific education, training and experience | Key staff have very limited experience of issues pertinent to the project(0 – 1 year)  |
| <b>2 (Acceptable)</b> | Key staff have limited levels of general experience                            | Key staff have limited levels of project specific education, training and experience      | Key staff have limited experience of issues pertinent to the project(>1 - 2 years)     |
| <b>3 (Good)</b>       | Key staff have reasonable levels of general experience                         | Key staff have reasonable levels of project specific education, training and experience   | Key staff have reasonable experience of issues pertinent to the project(>2 – 3 years)  |
| <b>4 (Very Good)</b>  | Key staff have extensive levels of general experience                          | Key staff have extensive levels of project specific education, training and experience    | Key staff have extensive experience of issues pertinent to the project(>3 - 4 years)   |
| <b>5 (Excellent)</b>  | Key staff have outstanding levels of general experience                        | Key staff have outstanding levels of project specific education, training and experience  | Key staff have outstanding experience of issues pertinent to the project(>4 years)     |

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

## T2.1.H. Evaluation Schedule: Bidder's Experience

The experience of the bidder as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Bidders very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

| Employer, contact person and telephone number, where available | Description of work (service) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Date completed |
|--|-------------------------------|---|----------------|
|  |                               |   |                |
|  |                               |   |                |
|  |                               |   |                |
|  |                               |   |                |
|  |                               |   |                |
|  |                               |   |                |
|  |                               |   |                |
|  |                               |   |                |
|  |                               |   |                |
|  |                               |   |                |

The scoring of the bidder's experience will be as follows:

|                       |   |
|-----------------------|---|
| <b>1 (Poor)</b>       | Key bidder have very limited levels of general experience (0 – 1 year)  |
| <b>2 (Acceptable)</b> | Key bidder have limited levels of general experience (>1 - 2 years)     |
| <b>3 (Good)</b>       | Key bidder have reason-able levels of general experience (>2 – 3 years) |
| <b>4 (Very Good)</b>  | Key bidder have extensive levels of general experience (>3 -4 years)    |
| <b>5 (Excellent)</b>  | Key bidder have outstanding levels of general experience (>4 years)     |

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge ad are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

## T2.1.J. Record of Consultancy Services Provided to Organs of State

Bidders are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the bidder identified in the signature block below was directly contracted by the Employer. Bidders must not include consultancy services provided in terms of a sub-consultancy agreement.

Where contracts were awarded in the name of a joint venture and the bidder formed part of that joint venture, indicated in the column entitled "Title of the contract for the consultancy service" that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the bid.

Complete the record or attach the required information in the prescribed tabulation.

**Part A: All consultancy services commenced or completed to an organ of state in the last five years.**

| #  | Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity | Title of contract for the consultancy service | Value of contract for service incl VAT (Rand) | Date completed (State current if not yet completed) |
|----|---|---|---|---|
| 1. |   |   |   |   |
| 2. |   |   |   |   |
| 3. |   |   |   |   |
| 4. |   |   |   |   |
| 5. |   |   |   |   |
| 6. |   |   |   |   |

**Part B: Similar consultancy services provided to an organ of state**

The following contracts recorded in Part A provided similar consultancy services to those required in terms of the scope of work to this bid:

|    | <b>Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity</b> | <b>Title of contract for the consultancy service</b> | <b>Value of contract for service incl VAT (Rand)</b> | <b>Date completed (State current if not yet completed)</b> |
|----|--|--|--|--|
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| 6. |  |  |  |  |

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

**T2.1.K. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY  
 FROM: \_\_\_\_\_(Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

| Directors/shareholder s/Partner | Physical address of the Business | Municipal Account No. | Physical residential address of the Director/Shareholder/Partner | Municipal Account No. |
|---------------------------------|----------------------------------|-----------------------|--|-----------------------|
|                                 |                                  |                       |  |                       |
|                                 |                                  |                       |  |                       |
|                                 |                                  |                       |  |                       |
|                                 |                                  |                       |  |                       |

**NB: Please attach certified copy (ies) of ID document(s) and proof of payment not older than 3 months**

\_\_\_\_\_

Signatory

\_\_\_\_\_

Date

**Witnesses**

1. \_\_\_\_\_

Full Names

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

2. \_\_\_\_\_

Full Names

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**T2.1.L. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: \_\_\_\_\_ (Name of the Bidder or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at \_\_\_\_\_ Date \_\_\_\_\_ Month \_\_\_\_\_ 20 \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Thus done and signed for and on behalf of the bidder/Contractor

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

**Witnesses**

1. \_\_\_\_\_  
Full Names

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Full Names

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **T2.2.4 CRITERIA FOR THE AWARDING OF CONTRACTS**

According to the Preferential Procurement Framework Act and Regulations a preference point system must be followed:

### **2.1 The 80/20 Preference Point System**

- a) The following formula must be used to calculate the points for price in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a Rand value of R1000 000.00. Organs of state may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate:

$$Ps=80 \left( 1 - \frac{Pt-Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Rand value offer tender consideration

Pmin = Rand value of lowest acceptable tender

- b) A maximum of 20 points will be awarded to a tenderer according to the B-BBEE verification level certificate.
- c) The points scored by a tender in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- d) Only the tender with the highest number of points scored will be selected.

### **T2.2.5 The 90/10 Preference Point System**

- a) The following formula must be used to calculate the points for price in respect of tenders/procurement with a Rand value above R1000 000.00:

$$Ps=90 \left( 1 - \frac{Pt-Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Rand value of tender under consideration

Pmin = Rand value of lowest acceptable tender

- b) A maximum of 10 points may be awarded to a tenderer according to the B-BBEE verification level certificate
- c) The points scored by a tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- d) Only the tender with the highest number of points scored may be selected.

The minimum number of evaluation points for quality is **60**. Bidders who score below **60 points** will be eliminated from the process.

### **T2.2.6**

Bid offers will only be accepted if:

1. The bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;
2. 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;
3. The bidder has not:
  - a) abused the Employer's Supply Chain Management System; or
  - b) failed to perform on any previous contract and has been given a written notice to this effect;
4. 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; and
5. The bidder has completed the Record of Consultancy Services provided to Organs of State

### **T2.2.7**

The number of paper copies of the signed contract to be provided by the employer is **one (1)**

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

# MAKHUDUTHAMAGA LOCAL MUNICIPALITY

MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FROM INDIVIDUAL COMPANIES, JOINT VENTURES OR CONSORTIUMS OF CONSULTING ENGINEERING FIRMS FOR THE FEASIBILITY STUDY, DESIGNS, COORDINATION, TENDER PROCESSES, SUPERVISION THROUGH TO COMMISSIONING OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET

## 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 a consulting engineer to do Feasibility study, designs, project management and commission **THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET**

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: -----**

----- (Rands VAT Inclusive)

.....  
.....  
..... (Amount In words)

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.

Signature ..... Date .....

Name .....

Capacity .....

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

.....  
Name and .....  
signature .....  
of witness .....

## 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 3 above.

Deviations from the 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 agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 on a fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now service provider) 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.

Signature ..... Date .....

Name .....

Capacity .....

for the Makhuduthamaga Local Municipality

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

Name and signature ..... Date .....  
of witness .....

## Schedule of Deviations

|           |                         |
|-----------|-------------------------|
| 1 Subject | .....                   |
| Details   | .....<br>.....<br>..... |
| 2 Subject | .....                   |
| Details   | .....<br>.....<br>..... |
| 3 Subject | .....                   |
| Details   | .....<br>.....<br>..... |
| 4 Subject | .....                   |
| Details   | .....<br>.....<br>..... |
| 5 Subject | .....                   |
| Details   | .....<br>.....<br>..... |

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 schedule, as well as any confirmation, clarifications 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

# MAKHUDUTHAMAG LOCAL MUNICIPALITY

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FROM INDIVIDUAL COMPANIES, JOINT VENTURES OR CONSORTIUMS OF CONSULTING ENGINEERING FIRMS FOR THE FEASIBILITY STUDY, DESIGNS, COORDINATION, TENDER PROCESSES, SUPERVISION THROUGH TO COMMISSIONING OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET**

## C1.2 CONTRACT DATA

The Conditions of Contract are the Standard Professional Services Contract (September 2005) published by the Construction Industry Development Board.

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

### Part 1: Data provided by the Employer

| Clause        |  |
|---------------|--|
| 3.4 and 4.3.2 | <p>The Employer is the <b>Makhuduthamaga Local Municipality</b></p> <p>The authorized and designated representative of the Employer is:<br/>Name: <b>Ms Rampedi MN</b></p> <p>The address for receipt of communications is:<br/>Telephone: (013) 265 8600<br/>Fax simile: (013) 265 1760<br/>E-mail: nancyr@makhuduthamaga.gov.za<br/>Address: No. 1Groblersdal Road, Jane Furse</p> |
| 1             | <p>The Project is the Consultancy to do Feasibility Study, designs, project management and commission the <b>OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET</b></p>  |
| 1             | <p>The Period of Performance is until the commissioning of the project and associated facilities.</p>  |
| 3.4.1         | <p>The location for the performance of the Project is in the Makhuduthamaga area of the Limpopo Province.</p>  |
| 3.5           | <p>The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.</p>   |
| 3.6           | <p>The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.</p>   |
| 3.11          | <p>The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule.</p>   |
| 4.3.1(d)      | <p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p>   |
| 5.4.1         |  |

|                |   |
|----------------|---|
| 5.5            | <ul style="list-style-type: none"> <li>▪ Deviation from the terms of reference;</li> <li>▪ Proceeding to the next work stage e.g. appraisal, concept design, final design, bid specifications and bid documentation;</li> <li>▪ All contractual matters that has a time, cost implications;</li> <li>▪ Approval of building plans;</li> <li>▪ Calling for bids;</li> <li>▪ Appointment of specialist to do specific studies.</li> </ul> |
| 7.2            | <p>The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.</p>  |
| 8.1            | <p>The Service Provider is to commence the performance of the Services within 7 working days of date that the Contract becomes effective.</p>   |
| 8.4.3<br>(c)   | <p>The period of suspension under clause 8.5 is not to exceed 6 months.</p> <p>Copyright of documents prepared for the Project shall be vested with the Employer.</p>   |
| 9.1            | <p>Interim settlement of disputes is to be by adjudication</p>  |
| 12.1           | <p>Final settlement is by litigation.</p>   |
| 12.2 /<br>12.3 | <p>All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance equal to the bid value of the project.</p>   |
| 13.1.3         | <p>The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.</p>  |
| 15             |   |

**Part 2: Data Provided by the Service Provider**

| <b>Clause</b> |   |  |                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---------------|---|--|-----------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1             | <p>The Service Provider is .....</p> <p>Address: .....</p> <p>Telephone: .....</p> <p>Fax simile: .....</p>   |  |                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5.3           | <p>The authorized and designated representative of the Service Provider is:</p> <p>Name: .....</p> <p>The address for receipt of communication is:</p> <p>Telephone: .....</p> <p>Fax simile: .....</p> <p>Address: .....</p>   |  |                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5.5           | <p>The Key Persons and their jobs / functions in relation to the services are:</p>  |  |                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7.1.2         | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;">Name</th> <th style="width: 33%; text-align: center;">Specific Duties</th> <th style="width: 33%; text-align: center;">Professional registrations (name of Council and registration number)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | Name   | Specific Duties | Professional registrations (name of Council and registration number) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Name          | Specific Duties   | Professional registrations (name of Council and registration number) |                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**PART C2: PRICING DATA**

C2.1 Pricing Instructions

C2.2 Activity Schedule

# **MAKHUDUTHAMAGA LOCAL MUNICIPALITY**

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FROM INDIVIDUAL COMPANIES, JOINT VENTURES OR CONSORTIUMS OF CONSULTING ENGINEERING FIRMS FOR THE FEASIBILITY STUDY, DESIGNS, COORDINATION, TENDER PROCESSES, SUPERVISION THROUGH TO COMMISSIONING OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET**

## **C2.1 Pricing Instructions**

1. The Service Provider is required to provide the services in accordance with the Scope of Work. To provide the work in accordance with the Scope of Work embraces all things necessary and incidental to completing the services.
2. The Service Provider is not required to price for providing the services relating to each of the activities provided in the Activity Schedule. The scope of work to establish the Bid upon should comply with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000). The Service Provider is further required to provide the financial proposal in a separate envelope.
3. The only basis for a change to the prices is as a result of the Employer giving an instruction to change the Scope of Work. The reasonableness of the changes in prices resulting from such a change shall be assessed in terms of recommended time based fees published by the relevant built environment councils.
4. No contract price adjustment for inflation is provided for.



**PART C3: SCOPE OF WORK**

C3            Scope of Work

# MAKHUDUTHAMAGA LOCAL MUNICIPALITY

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FROM INDIVIDUAL COMPANIES, JOINT VENTURES OR CONSORTIUMS OF CONSULTING ENGINEERING FIRMS FOR THE FEASIBILITY STUDY, DESIGNS, COORDINATION, TENDER PROCESSES, SUPERVISION THROUGH TO COMMISSIONING OF THE CONSTRUCTION OF MANYELETI TO MAMONE CENTRAL INTERNAL STREET**

## **C3 Scope of Work**

### **C3.1 BACKGROUND**

The Makhuduthamaga Local Municipality is mandated in terms of the Municipal Systems Act and other legislation to provide infrastructure and services to all people in its area of jurisdiction. The provision thereof is enabled through various funding and implementation mechanisms. To enable the Makhuduthamaga Local Municipality to execute its mandate, the Municipality intends to plan and execute the **construction of Manyeleti to Mamone central internal street** and thus requires professional service provider to assist with the Feasibility study, Designs and implementation processes thereof

Designs and implementation processes thereof

- The project scope entails but not limited to the following,
  - Designing of approximately 2.6 Km long and 6m wide surfaced road for Manyeleti to Mamone road.
  - Designing of storm water control measures (etc. Culverts, side drains).

The appointed service providers will be responsible for the following activities:

- Carrying out of Feasibility studies (EIA's, Geotech,OHS and Surveying)
- Develop a skills transfer training schedule for EPWP LIC participants on the project.
- Planning (Preliminary Designs and Detailed Designs)
- Preparations of Tender Documentation
- Preparation of Construction/Working drawings
- Carrying out Application for relocation of ESKOM poles
- Carrying out the way-leave application to RAL
- Evaluation of Tender Documents
- Project management and fulltime supervision (Level 3) during construction stage.
- Progress and financial reporting on Monthly basis
- Appointment of an Independent Environmental Site office to ensure that all aspects of the EMP and environmental Act relevant to the construction work are compiled with and adhered to.
- Appointment of the OHS specialist to ensure compliance with Occupational Health and Safety Act (85 of 1993) including all relevant and applicable regulations to the Act and is complied with and adherence to all amendments and regulations from time to time.
- Issuing of Completion Certificates

- Preparation of Close Out Reports
- Completion/Close-out Report and As-built drawings and maintenance plan
- Unbundling report

**NB: The following parameters should be maintained in the proposal.**

- Aesthetic appeal
- Appropriate form and function
- Suitable location
- Cost effectiveness

The stages for professional fees will be in accordance with the Engineering Council of SA (ECSA) as follows:-

Fees paid will be as prescribed by the prevailing guidelines as gazetted annually by ECSA. However, tenderers who offer discounts off primary fees will score favourably during evaluation.

**C3.2 OUTLINE**

This terms of reference set out the minimum scope of work for which the service providers is responsible. The key accountabilities and deliverables of professional services providers is herein set out.

**C3.3 REQUIRED BIDDER PROFILE**

Interested parties should indicate in their proposals their expertise and their capacity to undertake this assignment together with an indicative project plan. Experience in working on similar projects with local authorities will also be considered.

A solid partnership with a black economic empowerment (BEE) company, preferably based in the Makhuduthamaga area of the Limpopo Province, is another major consideration for transfer of skills during the execution of this project, if the company itself is already not a BEE company. If the bidder is a BEE, it must demonstrate to the MKM their internal capacity (own resources and not subcontracted) to deliver within the project.

The interested parties should also be intimately familiar with the policy and strategies of the Government of the Republic of South Africa, the Limpopo Provincial Government, The Makhuduthamaga Local Municipality and with the initiatives taking place in various government fronts at national, provincial and local spheres. Prospective service providers must show a proven knowledge of services provision and project management principles and methodologies.

**C3.4 COMPLIANCE WITH A PROGRAMME MANAGEMENT SYSTEM**

The service provider is required to adhere to the guideline procedures set down in the manual of consultants with respect to the programme. If during the course of this appointment, the manual of consultants is revised the service provider is required to give immediate effect to all revisions made to the manual of consultants in the execution of work.

### **C3.5 PROPOSAL OBJECTIVES**

#### **3.5.1 Overall Objectives**

The overall objective of the submission is to provide for optimum service provision solutions so that sustainable service provision can be provided in accordance with an appropriate and acceptable strategy which incorporates integrated project planning, project specifications, a programme for project implementation and a framework which ensures sustainability of the projects implemented.

Service providers must align their proposals with other study initiatives already done and some already implemented.

#### **3.5.2 Specific Objectives**

The specific objective is to carry out feasibility studies , project proposals, preliminary designs, designs, bid documentation, bid process facilitation and construction supervision of the **CONSTRUCTION OF 2.6 KM MANYELETI TO MAMONE CENTRAL INTERNAL STREET** and compiling a proposal that should address:

- (i) technical issues in relation to the required service,
- (ii) financial matters (capital costs estimates),
- (iii) institutional matters (capacity to own, operate and maintain infrastructure), and
- (iv) Environmental considerations regarding the infrastructure development proposals.

### **C3.6 STAKEHOLDER CONSULTATION**

It is imperative that the proposal should provide for the full integration of stakeholders to ensure buy-in to the proposal process and commitment to the proposals. The Professional Service Provider (PSP) must proactively identify key stakeholders and engage with them in accordance with an appropriate communications and consultation plan. The ward councillors of Makhuduthamaga Municipality will set up the required PSC's and will however assist with all facilitation processes.

### **C3.7 PROJECT TERMS OF REFERENCE (GENERIC)**

#### **3.7.1 Status Quo Assessment**

Considerable planning work has been done in the recent past and therefore the aim of this task is to ensure that the proposal is based on the best available information. The main activities will therefore include:

- Confirmation of status of planning information.
- Confirm the status of the infrastructure programme and project implementation.

#### **3.7.2 Physical Attributes**

The physical attributes of the study area must be adequately addressed to provide a backdrop to further work under the study.

### **3.7.3 Demographic Attributes**

Demographic information for the study area is available from the Census and the GSDM and this information must be adopted as base information. However, the demographic work done to date must be reviewed and refined as appropriate. It is critical that assumptions and processes for generating data and information be verified (confirmed) and recorded in the proposal report. Population growth rates for the various villages and towns need to be confirmed as key factors.

### **3.7.4 Socio-Economic Attributes**

As backdrop to the planning of the services and the formulation of project specifications and an implementation plan, the socio-economic profile of the study area must be reviewed and reported upon in the proposal.

### **3.7.5 Institutional Attributes**

The institutional arrangements must be assessed with a view to highlighting issues that need to be addressed so that services may be provided in a sustainable manner and that the delivery goals are met.

### **3.7.6 Cost Estimates**

The financial implications for the proposed project must be determined including:

- 1) Capital cost estimates.

### **3.7.7 Environmental Matters**

Environmental protection and conservation management influences are important considerations. The existing environmental conservation status for the proposal area must therefore be noted subject to further determination through the normal Environmental Impact Studies normally conducted just before project implementation.

### **3.7.8 Implementation Business Plan**

The implementation business plan is a key deliverable as it will set out a realistic plan for the implementation of project. It should include inter alia:

- Essential further studies and projects required.
- Highlight project design concept,
- Project implementation (construction) highlighting phases,
- Project cost estimates.

## **3.8 PROPOSED PROJECT RESOURCES**

The proposal must also include company profiles and curriculum vitae of all key persons who will be assigned to or engaged on the project as part of the consortium / joint venture. Such persons shall not be withdrawn from the project without the prior and written consent of the Makhuduthamaga Local Municipality.

**An inspection will be done of offices of the companies that enter a bid. Inspections will evaluate the adequacy of all facilities inclusive of computer hard- and software available for use during the programme. If any off-site work will be done, it should be clearly described in the submission made.**

### **3.9 KEY PROPOSAL DELIVERABLES**

The proposals should address, but not be limited to the above-mentioned deliverables in detail. There is no prescribed format for writing project proposals; however the proposals should at least include the following:

1. Introduction
2. Background
3. Status Quo Assessment
4. Environmental issues
5. Approach
6. Identification of service delivery gaps
7. Options identification
8. Solutions assessment
9. Viability assessment
10. Resources
11. Other deliverables
12. Implementation Plan
13. Reporting
14. Company Profile
15. Project References
16. Resumes / Curriculum Vitae

### **3.10 FORMAT FOR PRESENTATION OF CV'S OF CONSULTANCY TEAM MEMBERS**

The presentation of CV's should follow the structure as outlined in the Evaluation Schedule: Experience of Key Staff, above.

SBD 4.

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2. Identity Number:.....

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

2.4. Company registration number:.....

2.5. Tax Reference Number:.....

2.6. VAT Registration Number:.....

2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

1“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. Any municipality or municipal entity;
- c. Provincial legislature;
- d. National Assembly or the national Council of provinces; or
- e. Parliament.

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

2.7. Are you or any person connected with them bidder presently employed by the state? YES  NO

2.7.1. If so, furnish the following particulars:

Name of person / director / trustee/ shareholder/ member:.....Name of state institution at which you or person connected to the bidder is employed: .....  
Position occupied in the public institution: .....

Any other particulars:

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

2.7.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES  NO

2.7.2.1. If yes, did you attached proof of such authority to the bid document? YES  NO

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

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

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

2.8. Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with the state in the previous twelve months? YES  NO

2.8.1. If so, furnish particulars:

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

2.9. Do you, or any person connected with the bidder, have any relationship YES  
 NO  
 (family, friend, other) with a person employed by the state and who may  
 be involved with the evaluation and or adjudication of this bid?

2.9.1. If so, furnish particulars:

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

2.10. Are you, or any person connected with the bidder, aware of any YES  NO   
 relationship (family, friend, other) between any other bidder and any person  
 employed by the state who may be involved with the evaluation and or  
 adjustment of this bid?

2.10.1. If so, furnish particulars:

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

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

2.11.1. If so, furnish particulars:

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

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

| Full Names | Identity Number | Personal Tax Reference Number | State Employee Number/ Peral Number |
|------------|-----------------|-------------------------------|-------------------------------------|
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**4. DECLARATION**

I, THE UNDERSIGNED  
 (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS  
 CORRECT.

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name Of Bidder

**MBD9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)  
 in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

#### **MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

4

#### **MBD 9**

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

**END**