



## VICTOR KHANYE LOCAL MUNICIPALITY

### APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDER FOR DESIGN AND IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS

CONTRACT NO.: T/ES-2023/2025

<p><b>Issued by: Victor Khanye Local Municipality</b></p> <p>Technical Service Department P. O Box 6 Delmas</p> <p>Contact person: Telephone: 013 665 5754 Fax: 013 665 4804</p>	<p><b>Bidder Name:</b> _____ <b>(Full Name)</b></p> <p>_____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p><b>Contacts:</b> _____</p>
<p><b>CSD M NUMBER:</b></p>	

<b>BIDDER'S QUESTIONNAIRE</b>				
<b>Ref no</b>	<b>Question</b>	<b>VKLM's Requirement</b>	<b>Bidder's Response</b>	<b>Please Indicate: Page N0</b>
1	Have you initialled all the pages of the tender document?	YES	* YES / NO	
2	Have you completed and signed the Returnable Schedules?	YES	* YES / NO	
3	Have you completed / signed and submitted all relevant information as requested by the Evaluation Schedules ( <b>as and when required</b> )?	YES	* YES / NO	
4	Have you submitted <b>an original, valid</b> Tax Clearance certificate?	YES	* YES / NO	
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	* YES / NO	
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements ( <b>as and when required</b> )?	YES	* YES / NO	
7	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an <b>original, valid or certified copy</b> of your Company's B-BBEE certificate to qualify for preference points?	YES	* YES / NO	
8	Have you completed and signed the following form: - MBD 7.1 Form – Contract form for purchase of goods / works? - MBD 7.2 Form - Contract Form for rendering of Services? <b>(as and when required)</b>	YES	* YES / NO	
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	* YES / NO	
10	Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and /or Scope of Works?	YES	* YES / NO	
11	Have you completed the Form of Offer (C1.1) in <b>WORDS</b> as well as in <b>FIGURES</b> ?	YES	* YES / NO	
12	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	YES	* YES / NO	
13	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	YES	* YES / NO	

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**Contractor**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

**PLEASE TAKE NOTE OF THE FOLLOWING:**

1. The Council's document must be kept as supplied and submitted with all Schedules/forms fully completed.
2. Any other documents, certificates etc. must be attached as annexure to the official Council document.
3. Where the Council's official document is taken apart and not submitted as supplied, the bid will be rejected.
4. Schedules/forms not duly completed will result in a tender not being considered.
5. All Forms in the bid document are to be completed by tenderer.
6. All Forms of Special Conditions in specifications should be included.
7. All bid document must include the following documents:
  - a. Receipt (Original) for tender documents.
  - b. Valid Tax clearance certificates.
  - c. Recent Water and Services Municipal Account of the Company not be more than Three Months old.
  - d. If the company is leasing the premises, the water or electricity account that is payable to the municipality. (If the company does not pay water & electricity account the contractual agreement between the company and the lessor)
  - e. B-BBEE certification
8. Late bids shall not be admitted for consideration.
9. Failure of the bidder to submit a bid document signed in ink or to complete all forms will invalidate the bid
10. In the case of a joint venture, each partner, must be submitted with the bid document:
  - a. Valid Tax clearance certificates
  - b. Recent Water and Services Municipal Account of the Company not be more than Three Months old
  - c. BBBEE certificate/ original certified affidavit
  - d. Any other documents as may be required from the quotation
  - e. Joint Venture Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VICTOR LOCAL MUNICIPALITY**  
**APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM FOR DESIGN AND**  
**IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF**  
**VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS**

**CONTRACT NO.: T/ES-2023/2025**

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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# Part T1: Tendering procedures

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**Tender**

*Contractor*

*Witness 1*

*Witness2*

*Employer*

**T1**

*Witness 1*

*Witness 2*

# VICTOR KHANYE LOCAL MUNICIPALITY



## APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM FOR DESIGN AND IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS

**CONTRACT NO.: T/ES-2023/2025**

Victor Khanye Local Municipality invites suitable service providers to submit proposal on the goods and/ or services listed hereunder

DATE OF ADVERT	DEPARTMENT	BID NUMBER	DESCRIPTION OF GOODS/SERVICES	COMPULSORY BRIEFING SESSION	NON-REFUNDABLE BID DOCUMENT PRICE	EVALUATION CRITERIA	TIME: CLOSING DATE	ENQUIRIES
19 July 2022	Technical service	T/ES-2023/2025	Appointment of Panel of Professional Service Provider for Design and Implementation of Various Electrical Project around Jurisdiction of Victor Khanye Local Municipality for the Period of Three Years		R1007.70	Functionality 80/20 80= Price 20=B-BBEE Status Level	28 August 2022	Jabulani Buthelezi 081 036 7539

**Compulsory virtual site clarification meetings for the construction-related projects will be held as per the schedule outlined in the table above, and prospective bidders can get the Microsoft Teams link for the meetings by emailing [Jabulani@vklm.gov.za](mailto:Jabulani@vklm.gov.za) and [Phumelelan@vklm.gov.za](mailto:Phumelelan@vklm.gov.za) (Electrical). This will be then followed by a non-compulsory site visit with the prospective bidders on a date to be confirmed during the scheduled briefing session.**

Tender documents will be available on **22 July 2022**

Preferential Procurement Policy Framework Act, No. 5 of 2017 and Supply Chain Management Policy of Victor Khanye Local Municipality will apply in the adjudication process. The evaluation of the acceptable proposals will be conducted in the following two stages: A system that awards points on the basis of 80 points for proposal price and 20 points for status level B-BBEE. Original or certified copy of B-BBEE certificate must be submitted, in case of a joint venture a joint B-BBEE should be submitted.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bidders who do not submit B-BBEE status level verification certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero points out of 20 for B-BBEE

Price should be VAT inclusive. A valid original Tax Clearance Certificate, original B-BBEE Certificate, identification copy or company registration certificate, MBD1; MBD2; MBD4; MBD6.1; MBD8 & MBD9 and current municipal account/lease agreement must be attached. Failure to attach the requested documents will result in a bid being non-responsive.

Tenders duly, endorsed with the project number and description, must be placed in the tender box on or before **28 August 2022 at 10:00** at the Municipal Offices, Samuel Road, Delmas or could be posted to the undermentioned address to be received before the closing date and more information can be obtained from the contact person as specified above.

Collection of tender documents: Tender documents can be downloaded on **the E-Tender pot ([www.etender.gov.za](http://www.etender.gov.za)) or can be obtained on payment of a non-refundable fee as specified and can be collected at the SCM Unit, Room 33 Municipal Offices, Delmas, 013 665 6000** between 07:30-16:30 Monday to Thursday and 7:30-13:30 Friday excluding weekend and public holidays.

Tenders received after the closing date and time, faxed, completed with pencil or e-mailed will not be considered.

The Council reserves the right to accept any tender or part thereof and does not bind itself to accept the lowest or any tender and not to consider any tender not suitably endorsed or comprehensively completed. Tenders completed in pencil will be regarded as invalid tenders. Tenders should be valid for a period of not less than ninety (90) days. Appraisal of submissions will be done according to the Council's Procurement Policy. Council reserves the right not to appoint.

If you do not hear from us within 90 days of the closing date, please consider your tender unsuccessful.

Enquiries related to this tender should be addressed to Mr David S Mahlangu (SCMU) at Tel. (013) 665-6000 during office hours.

**Mr TM MASHABELA  
MUNICIPAL MANAGER  
DELMAS 2210**

**MUNICIPAL OFFICES  
PO Box 6**

**Tender**

**T1**

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

**VICTOR KHANYE LOCAL MUNICIPALITY**  
**APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM FOR DESIGN AND**  
**IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR**  
**KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS**

**CONTRACT NO.: T/ES-2023/2025**

**T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (Available on [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

**The additional conditions of tender are:**

Clause No.	Tender Data
F.1.1	The employer is <b>Victor Khanye Local Municipality</b> represented by the <b>Municipal Manager</b> . Contact person: Mr TM Mashabela Telephone.: 013 665 6000 E-mail:
F.1.2	The tender documents issued by the employer comprise: <b>Part T1: Tendering Procedure</b> T1.1 Tender notice and invitation to tender T1.2 Tender data <b>Part T2: Returnable documents</b> T2.1 List of returnable documents T2.2 Returnable schedules <b>Part C1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data <b>Part C2: Pricing data</b> C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities <b>Part C3: Scope of work</b> C3 Scope of work <b>Part C4: Site information</b> C4 Site information
	It should be noted that the employer has no agent acting on his behalf for the purpose of this tender. The employer's representative, for the purpose of any communication between the employer and tenderer is :

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



	<p><b>Procurement enquiries</b></p> <p>Mr D Mahlangu</p> <p>013 665 6000</p> <p><b>Technical Enquiries</b></p> <p>Mr J Buthelezi</p> <p>013 665 5754</p> <p>Attention is drawn to the fact that verbal information given by the employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issues formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p> <p>Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, VICTOR KHANYE LOCAL MUNICIPALITY shall not be liable nor assume liable for failure to respond to any questions or queries raised by the bidder. In the event that no correspondence or communication is received from VICTOR KHANYE LOCAL MUNICIPALITY within ninety (90) days after the stipulated closing date time of the tender, the tender proposal will be deemed to be unsuccessful.</p>
F.2.1	<p>The following tenderers are eligible to submit tenders:</p> <p>Only those tenders who satisfy the following criteria are eligible to submit tenders:</p>
F.2.1.1	<p><b>Registration as Service Provider</b></p> <p>Successful tenders will be registered in the municipal database.</p>
F.2.1.2	<p><b>Key personnel</b></p> <p>In order to be considered for appointment in terms of this tender, the tender must have in its employment at the close of tenders:</p> <ul style="list-style-type: none"> <li>A registered professional engineer or technologist with at least ten (10) years verifiable post graduate relevant experience, who will be the project leader and responsible for all work carried out in terms of this tender ; and</li> <li>A second qualified engineer or technologist or technician with at least three (3) years verifiable experience post graduate relevant experience, who will be the project site manager and responsible for construction monitoring and supervision in terms of this tender.</li> </ul> <p>The project leader and the project site manager must currently be registered as professionals with the engineering Council of South Africa. The registration numbers of these individual must be indicated on <b>Schedule 4, Part T2.2: Returnable Schedule</b>. The curriculum Vitae of all key personnel must be submitted with the tender submission appended to Schedule 4.</p>
F.2.3	<p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission</p>
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.9	<p>The employer shall not award a contract to any tenderer that does not hold valid professional indemnity insurance policy cover in an amount of not less than 5 000 000 in respect of each and every claim owing, for the duration of the contract. Proof of insurance must be submitted with the tender, appended to <b>Schedule 10, Part T2.2: Returnable Schedule</b>.</p>

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.13.2	Return all returnable documents to the employer after completing them in their entirety.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.
F.2.13.4	A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.
F.2.13.5 F2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Physical address:</b> Victor Khanye Local Municipality, 06 Samuel Road, Delmas 2210.  <b>Identification details:</b> Name of tender, Bid number, description, Name and address of tenderer  <b>Postal address:</b> PO Box 6, Delmas, 2210</p> <p>Sealed tenders with identification details on the envelop must be placed in the appropriate official tender box at the above mentioned address.</p>
F.2.13.6	A two-envelope procedure will not be followed
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is <b>90 days</b> .
F.2.17	A tender may be rejected as no-unresponsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request
F.2.23	<p>The tenderer is required to submit with his tender a copy of an <b>original valid</b> Tax Clearance Certificate issued by the South African Revenue Services.</p> <p>The tenderer shall also submit a certified copy of a B-BBEE verification certificate from an accredited ratings agency.</p>
F.3.4	Tenders will be opened immediately after the closing time for tenders at the VICTOR KHANYE LOCAL MUNICIPALITY offices located at 06 Samuel Road, Delmas at 10:00.
F.3.7.1	A tender that does not comply with the requirements in the tender documents and the instructions in the official tender advertisement will be rejected as being invalid.
F.3.11	<p>The evaluation procedure consists of three phases:</p> <ul style="list-style-type: none"> <li>• Phase 1: Tenders will be evaluated for responsiveness to the tender requirements, Tenderers who do not comply will be considered to be non-responsive and disqualified;</li> <li>• Phase 2: Tenderers will be evaluated for functionality, Tenderers who did not meet the minimum requirements will be considered to be non-responsive and eliminated; and</li> <li>• Phase 3: Tenderers will be evaluated based on financial proposals and preference. The Tenderers with the highest points scored will be appointed.</li> </ul>

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>Preference Points System for this bid shall be awarded for</p> <ol style="list-style-type: none"> <li>1. Price; and</li> <li>2. B-BBEE Status Level</li> </ol> <p>The maximum points for this bid are allocated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr> <td><b>PRICE</b></td> <td style="text-align: center;"><b>80</b></td> </tr> <tr> <td><b>B-BBEE STATUS LEVEL OF CONSTRUCTION</b></td> <td style="text-align: center;"><b>20</b></td> </tr> <tr> <td><b>Total points for price and B-BBEE must not exceed</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>The tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of VICTOR KHANYE LOCAL MUNICIPALITY.</p>				DESCRIPTION	POINTS	<b>PRICE</b>	<b>80</b>	<b>B-BBEE STATUS LEVEL OF CONSTRUCTION</b>	<b>20</b>	<b>Total points for price and B-BBEE must not exceed</b>	<b>100</b>																															
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	<p><b>PART 3. FUNCTIONALITY:</b></p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>Evaluation Criteria</p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">Organising and Staffing</td> <td style="text-align: right;">70</td> </tr> <tr> <td>Experience of Firm</td> <td style="text-align: right;">30</td> </tr> <tr> <td style="text-align: right;">Sub-Total</td> <td style="text-align: right;">100</td> </tr> </table> </div> <p><b>Organising and Staffing (Maximum points obtainable 25)</b></p> <p><b>Engineer / Team Leader:</b> .....</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Evaluation Criteria</th> <th style="text-align: center;">Minimum Required</th> <th style="text-align: center;">Points obtainable</th> <th style="text-align: center;">Minimum Threshold</th> <th style="text-align: center;">Points Claimed</th> </tr> </thead> <tbody> <tr> <td>Academic Qualifications</td> <td>Degree in Electrical Engineering with EPWP/CETA Accredited with NQF level 7 be registered with ECSA</td> <td style="text-align: center;">20</td> <td rowspan="6" style="text-align: center; vertical-align: middle;">20</td> <td></td> </tr> <tr> <td>Academic Qualifications</td> <td>Degree in project Management or equivalent with EPWP/CETA Accredited with NQF level 7 be registered with ECSA</td> <td style="text-align: center;">15</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">Matric</td> <td style="text-align: center;">0</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Sub-total</b></td> <td style="text-align: center;"><b>15</b></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">Experience of Team Leader in similar projects</td> <td style="text-align: center;"><b>Points obtainable</b></td> <td></td> </tr> <tr> <td rowspan="2" style="text-align: center;">Involvement in comparable</td> <td style="text-align: center;">0 - 1</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1 - 2</td> <td style="text-align: center;">2</td> <td></td> </tr> </tbody> </table>				Organising and Staffing	70	Experience of Firm	30	Sub-Total	100	Evaluation Criteria	Minimum Required	Points obtainable	Minimum Threshold	Points Claimed	Academic Qualifications	Degree in Electrical Engineering with EPWP/CETA Accredited with NQF level 7 be registered with ECSA	20	20		Academic Qualifications	Degree in project Management or equivalent with EPWP/CETA Accredited with NQF level 7 be registered with ECSA	15			Matric	0		<b>Sub-total</b>		<b>15</b>		Experience of Team Leader in similar projects		<b>Points obtainable</b>		Involvement in comparable	0 - 1			1 - 2	2	
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Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

projects	3 - 4		3		
(Technical)	5 upwards		5		
<b>Sub-total</b>			<b>5</b>		
<b>Total</b>		<b>25</b>		20	

**Project Manager: (Maximum Points obtainable 15, minimum 13)**

**Name:** .....

Evaluation Criteria	Minimum Required	Points obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	B-Tech in Electrical Engineering with EPWP/CETA Accredited with NQF level 7 be registered with ECSA	10	10	
Academic Qualifications	No formal Education in Construction	0		
<b>Sub-total</b>		<b>10</b>		
Years of experience in similar projects	0 - 1	0	2	
	1 - 2	2		
	3 and above	5		
<b>Sub-total</b>		<b>5</b>		
<b>Total</b>		<b>15</b>	<b>12</b>	

**Note: Should the Engineer be the same as Project Manager zero points will be allocated.**

**Technician: (Maximum Points obtainable 10; minimum 12)**

**Name:** .....

Evaluation Criteria	Minimum Required	Points obtainable	Minimum Threshold	Points Claimed
Academic Qualifications (Note 10) Form L	Diploma in Electrical Engineering with EPWP/CETA Accredited with NQF level 5 or 7 be registered with Candidate ECSA	10	12	
Academic Qualifications	No formal Education	0		
<b>Sub-total</b>		<b>10</b>		
Years of experience	0-1	0		

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

after qualification	1 – 2	2		
	3 upwards	5		
Sub-total		5		
Total		15	12	

**Note: Should the Technician be the same Project Manager and Team leader zero points will be allocated**

**Safety Officer: (Maximum Points obtainable 15; minimum 12)**

**Name:** .....

Evaluation Criteria	Minimum Required	Points obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate or equivalent (SAMTRAC)	10	12	
Sub-total		10		
Years of experience after qualification	0-1	0		
	1-2	2		
	3 upwards	5		
Sub-total		5		
Total		15	12	

**Note: Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.**

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Engineer/Team Leader	25	
Project Manager	15	
Health and Safety Officer	15	
Technician	15	
<b>TOTAL</b>	<b>70</b>	

**EXPERIENCE OF FIRM (Maximum Points obtainable 30)**

**Note: Company's previous completed projects**

It must be noted that the experience of the firm carries a maximum of **30 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates/reference letter) with contact details must be attached.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<table><tr><th>Evaluation Criteria</th><th>Evaluation Criteria</th><th>Points obtainable</th><th>Minimum Threshold</th><th>Points Claimed</th></tr><tr><td rowspan="4">Company experience in terms of projects of a similar scope completed</td><td>1 Project of similar scope to the value of R1.5m</td><td>6</td><td rowspan="4">20</td><td></td></tr><tr><td>2 Projects of similar scope to the value of R4m</td><td>10</td><td></td></tr><tr><td>3 Projects of similar scope to the value of R4m</td><td>20</td><td></td></tr><tr><td>4 Projects upwards of similar scope to the value of R4m</td><td>30</td><td></td></tr><tr><td colspan="2">Sub-Total</td><td>30</td><td></td><td></td></tr><tr><td colspan="2">TOTAL</td><td>30</td><td>20</td><td></td></tr></table>	Evaluation Criteria	Evaluation Criteria	Points obtainable	Minimum Threshold	Points Claimed	Company experience in terms of projects of a similar scope completed	1 Project of similar scope to the value of R1.5m	6	20		2 Projects of similar scope to the value of R4m	10		3 Projects of similar scope to the value of R4m	20		4 Projects upwards of similar scope to the value of R4m	30		Sub-Total		30			TOTAL		30	20	
Evaluation Criteria	Evaluation Criteria	Points obtainable	Minimum Threshold	Points Claimed																										
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	4 Projects upwards of similar scope to the value of R4m	30																												
Sub-Total		30																												
TOTAL		30	20																											
	<p><b>TOTAL SCORE:</b> _____/100</p> <p>A bidder who scores less than the minimum threshold in any of the evaluation aspect will be disqualified. A bidder who scores the minimum number of <b>70</b> points out of a maximum of <b>100</b> for functionality will qualify to be evaluated in term of the <b>80 /20</b> preference point system.</p>																													
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"><li>a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li><li>b) the tenderer is registered and verified on VICTOR KHANYE LOCAL MUNICIPALITY Supplier Database with seven days after the tender closing time;</li><li>c) the tenderer is registered in terms of Act 40 of 1984;</li><li>d) the tenderer or any of its directors 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;</li><li>e) the tenderer has not:<ul style="list-style-type: none"><li>i) abused the Employer’s Supply Chain Management System; or</li><li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li></ul></li><li>f) has completed the Compulsory Enterprise Questionnaire 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.</li></ul>																													
F.3.18	<p>The number of paper copies of the signed contract to be provided by the employer is <b>one (1)</b>.</p>																													

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Employer

Witness 1

Witness 2

## **Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))**

### **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, timorously 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.

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

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be 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 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of

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work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## **F.1.6 Procurement procedures**

### **F.1.6.1 General**

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

### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure 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.

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### **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**

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 comply with requirements.

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

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## **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 meetings 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.

F2.10.2 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.

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### **F.2.11 Alterations to documents**

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

### **F.2.12 Alternative tender offers**

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

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

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

F.2.13.1 Submit 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.

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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.

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## **F.2.18 Provide other material**

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

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

## **F.2.19 Inspections, tests and analysis**

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

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

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

## **F.2.21 Check final draft**

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

## **F.2.22 Return of other tender documents**

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

## **F.2.23 Certificates**

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

## **F.3 THE EMPLOYER'S UNDERTAKINGS**

### **F.3.1 Respond to requests from the tenderer**

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

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

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

F.3.4.2 Announce at the meeting held immediately after the 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, preferences claimed 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 the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation

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more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **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.

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### **F.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where 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.

### **F.3.10 Clarification of tender offers**

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

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### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

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

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed,
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

Tender					T1.2
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- c) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **F.3.11.5 Method 4: Financial offer, quality and preference**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- c) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

Tender					T1.2
Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

#### **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 unacceptable commercial 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, 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.

**Tender**

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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*

**T1.2**

### **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,
- c) other revisions agreed between the employer and the successful tenderer, and

F.3.14.1 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 all other tenderers that their 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.

**Tender**

**T1.2**

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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*

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# Part T2: Returnable Schedules

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<b>Tender</b>		25			<b>T2</b>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>



**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR DESIGN AND IMPLEMENTATION OF  
VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR KHANYE LOCAL MUNICIPALITY FOR  
THE PERIOD OF THREE YEARS**

**T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

- 1 Returnable Schedules required only for tender evaluation purposes
  - Certificate of Authority
  - Certificate of Authority for Joint Ventures (where applicable)
  - Record of Addenda to Tender Documents
  - Schedule of Proposed Sub-consultants
  - Schedule of the Tenderer's Experience
  - Schedule of Current Commitments
  - Experience of Key Personnel
  - Proposed Amendments and Qualifications
  - MBD 1: Invitation to BID
  - MBD 2: Tax Clearance Requirements
  - MBD 3.1: Price Schedule – Firm Price (purchases)
  - MBD 4: Declaration of Interest
  - MBD 5: Declaration for Procurement above R10 Million (VAT included)
  - MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011
  - MBD 7.1: Contract Form – Purchase of Goods/Works
  - MBD 7.2: Contract Form – Rendering of Services
  - MBD 7.3: Contract Form – Sale of Goods/Works
  - MBD 8: Declaration of Bidder's past supply chain management practise
  - MBD 9: Certificate of Independent Bid Determination
  - Section 38 Declaration Form
- 2 Other documents required only for tender evaluation purposes
  - ECSA Certificate
  - SAACE Certificate (not compulsory)
  - Methodology and program
  - Quality assurance plan
- 3 Other documents that will be incorporated into the contract
  - Government procurement: General conditions of Contract
  - Victor Khanye Local Municipality supply chain Management Policy
  - Standard Professional Services Contract, CIDB, July 2009
  - C1.1 Offer and acceptance
  - C1.2 Contract Data
  - C 2.2 Activity schedule

**Tender**

**T2.2**

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

## CERTIFICATE OF AUTHORITY

I/We the undersigned, am/are authorized to enter into this contract on behalf of \_\_\_\_\_

\_\_\_\_\_ (Name of Firm)

by virtue of \_\_\_\_\_ dated \_\_\_\_\_

### WITNESSES:

1. \_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Firm

2. \_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Firm

### PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.

**Tender**

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2**



## CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

\_\_\_\_\_, authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead partner, to  
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. _____ Name _____ Designation _____
		Signature. _____ Name _____ Designation _____
		Signature. _____ Name _____ Designation _____

### PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.
3. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out the Authority for signatory, Name of designated lead member of the joint venture, as required by tender condition F.2.13.4
4. Tenderers to attach a signed JV/consortium agreement or indicate a willingness to enter into a JV/consortium when appointed

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

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

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

Tenderer \_\_\_\_\_

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SCHEDULE OF PROPOSED SUB-CONSULTANTS

We notify you that it is our intention to employ the following Sub-consulting for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-consultants	Nature and extent of work	% Percentage of work	Previous experience of Sub-consultants.
1.				
2.				
3.				
4.				
5.				

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

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

Tenderer \_\_\_\_\_

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SCHEDULE OF THE TENDERER'S EXPERIENCE

A maximum of 40 points for functionality will be awarded for relevant experience and size of projects recorded in the Returnable Schedules as well as feedback received from the References listed.

The following is a statement of similar work successfully executed by myself/ourselves in the last 5 years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Year completed

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

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

Tenderer \_\_\_\_\_

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SCHEDULE OF CURRENT COMMITMENTS

The tenderer shall list below all contracts currently awarded and about to commence and tenders for which offers have been submitted but awards not yet made. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

TABLE 1: CONTRACTS AWARDED				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Signed

Date

Name

Position

Enterprise name

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE 2: TENDERS NOT YET AWARDED				
Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

Signed

Name

Enterprise name

Date

Position

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## EXPERIENCE OF KEY PERSONNEL

A maximum of 20 points for functionality will be awarded for experience and qualifications of key personnel. The tenderer to attach certificates and CVs of all key personnel indicating qualifications and experience. The following is a statement of similar work successfully executed by key staff members in the last three years.

Position	Name (relevant years of experience)	Previous Projects and Position	Value of Work inclusive of VAT (Rand)	Client Name and Contact No.	Registration number

Signed

Date

-----

-----

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

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

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

Tenderer \_\_\_\_\_

<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.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## PROPOSAL AND PROGRAM

Tenderers to attach to their technical proposal, project management proposal, quality control proposal and program for the work.

**(This information will be used as part of the technical evaluation)**

Refer to Part C3: Scope of work for detail requirements on project management proposal, quality control proposal and program for the works.

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

## PROPOSAL AND PROGRAM

### PROJECT MANAGEMENT PROPOSAL

A brief description of your proposal as to how the project management of the above services will be conducted.

In order to aid in the evaluation of the proposals, Tenderers are instructed to ensure that proposal contains at least the following information:

- (a) Managerial Team
  - Names
  - Experience in years
  - Qualifications
  - Registration information
  - Position in the company
  - Position in this project
- (b) Technical experience of each member of the project management team on similar projects.
- (c) Managerial experience of each member of the project management team on similar projects.
- (d) Managerial protocols

This section shall provide:

- i) A detail description of how this project will be managed;
- ii) Management communication lines;
- iii) Supervision safety on site including traffic accommodation; and
- iv) Adhere to the occupational Health and Safety requirements.
- v) The licences of the Design Programs – Retic Master.
- vi) Due considerations has to be done for Master planning.

**Note to Tenderer: Limit this to two pages.**

SIGNED ON BEHALF OF THE TENDERER: \_\_\_\_\_

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PROPOSAL AND PROGRAM

### QUALITY CONTROL PROPOSAL

#### Note to tenderer:

1. Attach to this form a current ISO, or similar system, certificate **or brief summary of the in-house systems used**. The quality system shall focus on the requirement for this contract and will give a clear indication about the quality control measures on all phases of the work during field and office work which will be employed to satisfy all requirements of the project.
2. Summaries shall not be more than 2x A4 pages
3. Only relevant ISO accreditation contemplated for the work specified shall score maximum points.

SIGNED ON BEHALF OF THE TENDERER: \_\_\_\_\_

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# Part C1: Agreements and contract data

Contract

Part C1: Agreements and contract data

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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:

.....

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

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

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

.....

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

..... (in figures)

### THE OFFERED VARIATION TO THE GUIDELINE TARIFF OF FEES IS:

Plus / minus (delete the inapplicable alternative) . . . . . percent (in words).

. . . . . % in figures

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

Signature .....

Name .....

Capacity .....

**for the tenderer** .....

(Name and address of organization)

Name and signature

of witness ..... Date .....

### Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Acceptance

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

The terms of the contract, are contained in:

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

C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of 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 fulfill 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 two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission 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 .....

Name .....

Capacity .....

**for the Employer** .....

(Name and address of organization)

Name and signature

## Contract

**C1.3**

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

of witness ..... Date .....

**Schedule of Deviations**

1 Subject \_\_\_\_\_

Details

2 Subject \_\_\_\_\_

Details

3 Subject \_\_\_\_\_

Details

4 Subject \_\_\_\_\_

Details

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

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

**Contract**

**C1.3**

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C1.2 Contract Data

The General Condition of Contract and the **Standard Professional Services Contract (third edition, July, 2009)** published by the Construction Industry Development Board, are applicable to this contract.

Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za)). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the employer.

The pro-formas attached to the Standard Professional Services Contract (third edition, July, 2009) on page 17 to 23 shall not apply to this Contract and shall be replaced with the documentation bound into this tender document.

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

### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this contract:

### Part 1: Data provided by the Employer:

Clause	Tender Data
3.4 And 4.3.2	The Employer is the <b>VICTOR KHANYE LOCAL MUNICIPALITY</b>  The authorised and designated representative of the Employer is the <b>Municipal Manager</b> . The address for receipt of communications is: Telephone.: 013 665 6000 Facsimile: 013 665 4804 Email: Postal address: P. O Box 6 Delmas, 2210 Physical address: Victor Khanye Local Municipality 6 Samuel Road, Delmas, 2210
1	The Project is <b>CONTRACT NO.: T/ES-2023/2025</b> APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR DESIGN AND IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS
3.5	The location of the various projects is in and around the jurisdiction of <b>Victor Khanye Local Municipality</b> . The exact location of the project will be made known to the successful tenderer.
3.11 And 3.12	The service provide shall be completed within the duration as indicated in the bidding entities' programme submitted with this bid, with the following Key Milestones:

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause number	Tender Data	
	KEY MILESTONES	PENALTY PER CALENDAR DAY
	Preliminary Design	1% of the total tendered sum
	Design and Bid documents	1% of the total tendered sum
	Construction tender closing date	1% of the total tendered sum
	Acceptable tender evaluation reported submitted to council	1% of the total tendered sum
	Construction Program	R 5000 per calendar day.
	<p>Notes: The penalty amount will not be limited.</p> <p>Penalty for misleading council with wrong information provided in the returnable schedule and information provided in this Bid.</p> <p>A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Bidding Entity as a result of the wrong information provided by the Bidding, multiply by 1.25 of the total tendered professional fees,</p> <p>Penalty = (Points wrongly claimed as %) X 1.25 X (Tendered professional fees)</p> <p>A programme shall be submitted with this Bid, the programme will be amended once the bid has been awarded with the start data the commencement of the project.</p>	
3.15.1	The programme shall be submitted within seven (7) Days of the award of the Contract.	
3.15.2	The Service Provider shall update the programme at intervals not exceeding three (3) weeks.	
5.1.1	The Service Provider is required to provide the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.	
5.4.1	<p>The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover.</p> <ol style="list-style-type: none"> <li>1. Professional Indemnity Insurance providing cover in an amount of not less than R 5000 000 in respect of each and every claim during the period of insurance.</li> <li>2. Public Liability Insurance with a limit of indemnity of not less than R 10 000 000 for any single claim, the number of claims to be unlimited during the contract period.</li> <li>3. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.</li> </ol> <p>The Service Provider shall ensure that any subcontractors engaged in construction activities shall, in addition to the Public Liability and COID insurance as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.</p>	
5.5	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:</p> <ol style="list-style-type: none"> <li>a) Appointing Subcontractors for the performance of any part of the Services;</li> <li>b) Appointing Key Persons not listed by name in the Contract Data;</li> <li>c) Occupying any public land/facility for any purpose that will cause disruption and or inconvenience to the users of such land/facility.</li> <li>d) Any other action that may be specified in the Contract Data.</li> </ol>	

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Experience of Key Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within fourteen (14) Days of date that the Contract becomes effective.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer
12.1	Interim settlement of disputes is to be by mediation
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institute of Civil Engineers.
12.3	Final settlement is by litigation
13.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R 10 000 000.

**Contract**

**C1.3**

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

## Part 2: Data provided by the Service Provider:

Clause number	Tender Data
1	The Service Provider is:
	Postal Address:
	Physical Address:
	Telephone:
	Facsimile:
5.3	The authorised and designated representative of the Service Provider is:
	Name:
	The address for receipt of communications is:
	Telephone:
	Facsimile:
	Address:

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

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

Tenderer .....

Contract

C1.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.3 Occupational Health and Safety

**AGREEMENT MADE AND ENTER INTO BETWEEN VICTOR KHANYE LOCAL MUNICIPALITY (HEREINAFTER  
CALLED THE EMPLOYER)  
AND**

.....  
Contractor/Mandatory/Company/CC Name

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

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

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

COID ACT Registration number:

OR Compensation Insurer: .....

Policy No.....

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

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

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

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

Signed at.....on the.....day of.....20.....

.....  
Witness

.....  
Contractor/Mandatory/Company/CC

Signed at.....on the.....day of.....20.....

.....  
Witness

.....  
For and on behalf of Victor Khanye

Local Municipality

**Contract**

**C1.3**

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

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

**Contract**

**C1.3**

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

# VICTOR KHANYE LOCAL MUNICIPALITY



## FOR DESIGN AND IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS

CONTRACT NO.: T/ES-2023/2025

### C2.1 PRICING INSTRUCTIONS

1. The Tender Data, the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
  - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
  - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
  - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. The items measured, except for items under the Preliminaries & Generals, are to be priced as estimated. The actual quantities shall be measured, determined and agreed to prior to execution of work. All rates quoted shall remain valid for the duration of the contract. Where items shall be measured from drawings supplied, quantities shall be measured net in accordance with the Drawings, and no allowance shall be made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
8. For each cluster tendered, the Form of Offer and Acceptance for the respective cluster shall be completed.
9. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
 

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
10. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

# VICTOR KHANYE LOCAL MUNICIPALITY



## APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR DESIGN AND IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS

CONTRACT NO.: T/ES-2023/2025

### C2.2 BILL OF QUANTITIES

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





## C2.2 Activity Schedules / Schedules of Prices

**Table A1 - Project Details**

<b>Project Number</b>	T/ES-2023/2025		
<b>Project Description</b>	DESIGN AND IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS		
<b>Project amount (total project value)</b>	<b>2022/23</b>	<b>2023/24</b>	<b>2024/25</b>
	R5 000 000.00	R13 321 000.00	R13 919 000.00

**Table A2 - Basic Professional Engineering Fees**

Stage of service according to ECSA	Percentage points for each stage	Offered Fees (Excluding VAT)		
		2022/23	2023/24	2024/25
INCEPTION	5	R	R	R
CONCEPT AND VIABILITY	25	R	R	R
DESIGN DEVELOPMENT	25	R	R	R
DOCUMENT AND PROCUREMENT	15	R	R	R
CONTRACT ADMINISTRATION AND INSPECTION	25	R	R	R
COMPLETION OF ALL CONSULTING ENGINEERING SERVICES	5	R	R	R
<b>Total Offered Professional Fees for this Project (excluding VAT) to be carried to Table A6</b>		<b>R</b>	<b>R</b>	<b>R</b>

**Table A3 - Fees offered for Construction Monitoring**

Description	Offered Fees (Excluding VAT)		
	2022/23	2023/24	2024/25
<b>LEVEL 3 - CONSTRUCTION MONITORING (full time) – to be carried to Table A6 (excluding VAT)</b>			

**Table A4 - Fees offered for Health and Safety Agent**

Description	Offered Fees (Excluding VAT)		
	2022/23	2023/24	2024/25
Client Health and safety agent - to be carried to Table A6 (excluding VAT)			

**Table A5 - Recoverable expenses**

Description of recoverable Expenses (to be completed by tenderer)	Total (Excluding VAT)		
	2022/23	2023/24	2024/25
Geotechnical Investigation			
Land Surveyor			
Other			
Total Offered Recoverable expenses for this Project (excluding VAT) to be carried to Table A6			

**Table A6 – Offered Fee Summary**

Services	Offered Fees (Excluding VAT)
BASIC PROFESSIONAL FEES	R
CONSTRUCTION MONITORING	R
SAFETY AGENT CAPABILITIES	R
RECOVERABLE EXPENSES	R
Total Offered Professional Fees for this Project (excluding VAT) to be carried to form of offer	R
15% VAT	R
Total	R

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

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

Tenderer .....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- No.1 of 1999);  
(e) a member of the accounting authority of any national or provincial public entity; or  
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

**3.13** Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.13.1 If yes, furnish particulars.....

.....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?  
..... **YES / NO**

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number

.....

**Date**

.....

**Signature**

.....

**Capacity**

.....

**Name of Bidder**

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

MBD 5

## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL

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

1.	Are you by law required to prepare annual financial statements for auditing?	*YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	*YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars: .....	
	..... .....	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	*YES / NO
3.1	If yes, provide particulars: .....	
	..... .....	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	*YES / NO
4.1	If yes, provide particulars: ..... ..... .....	

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## CERTIFICATION

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**MBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES		NO	
-----	--	----	--

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

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

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

--

Witness 2

<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;  
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;  
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;  
 iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;  
 (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;  
 (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....  
ADDRESS .....  
.....  
.....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.1

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number ..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, ..... in my capacity as .....  
accept your bid under reference number ..... dated ..... for the supply of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions  
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1 .....

2 .....

DATE: .....

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Consultant

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

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Witness 2

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

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

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

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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

\_\_\_\_\_

**Consultant**

\_\_\_\_\_

**Witness 1**

\_\_\_\_\_

**Witness 2**

\_\_\_\_\_

**Employer**

\_\_\_\_\_

**Witness 1**

\_\_\_\_\_

**Witness 2**

**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.

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

**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

Js9141w 4

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

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# Part C3: Scope of work

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*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# VICTOR KHANYE LOCAL MUNICIPALITY



**APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERING FIRM FOR DESIGN AND  
IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR  
KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS**

**CONTRACT NO.: T/ES-2023/2025**

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## SCOPE OF WORKS

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*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## VICTOR KHANYE LOCAL MUNICIPALITY



### APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR DESIGN AND IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS CONTRACT NO.: T/ES-2023/2025

#### C3 Scope of Work

##### 1. DESCRIPTION OF WORKS

The duties to be performed by consulting Engineers are to do planning, investigations, design, and assessment, provide normal service and/or additional services for the execution and implementation of the project. This project also includes liaison with relevant council officials. The services will be as defined in the Engineering Council of South Africa (ECSA), Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000).

##### 2. LOCATION OF WORKS

The location of the various projects are in and around the jurisdiction of Victor Khanye Local Municipality exact location of the project that is awarded will be made known when the appointment of the successful bidder to a particular project is finalised.

##### 3. SCOPE OF SERVICES

The engineering services are described in the aforementioned guideline document, comprises mainly of the following:-

1. Project investigations which include: Establishing the project brief, objectives and priorities. Preparing preliminary design to outline the project scope, scale and function in accordance with the project brief.
2. Detail design which includes: Incorporate the client's requirement into the finalised design, outline design specifications, cost plan, financial viability and programme for the project. Submit all documentations for approval.
3. Tendering which includes: Prepare procurement and construction documentation including working drawings. Administration of procurement procedure for effective and timeous procurement of services.
4. Construction which includes: Manage, administer and monitor the construction contract and processes including acting as an OHS agent for Victor Khanye Local Municipality. Coordination of procedure and documentation to facilitate practical completion of the works.
5. Project closure which includes: Completing all project closure processes including preparation of all necessary documentation to facilitate effective completion, handover and operation of the project.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The required Professional Services as referenced is detailed as follows:

### **3.1 Stage 1: Inception**

- This phase is anticipated to address the following aspects,
  - Assist in developing a clear project brief
  - Site inspections and investigation and advise on the necessary survey, test and analysis
  - Assessment of existing infrastructure to determine the structural integrity, feeder points and recommend future capacity constraints and requirements
  - Sourcing, obtaining, investigation and collation of available data, drawings and plans for the existing structures
  - Advise on required approvals
  - Define the services and scope of work required
  - Develop a programme of works
  - Study the accommodation requirement to create a formal brief
  - As-built drawing of existing structures
  - Project program/Overall WBS ( work break down structures)
  - Evaluation and recommendations of existing structure

#### **3.1.1 Deliverables**

- Level of service agreement and scope of works
- Understanding and formalization of the brief
- Advice on regulatory, statutory requirements and any other requirement required for successful completion of report. Arrangements of all necessary approvals initiated
- Proposed concept layout
- As-built drawings of the relevant area of intervention

### **3.2 Stage 2: Concept and viability**

- This phase is anticipated to address the following aspects,
  - Refine project brief and site layout
  - Outline and prepare preliminary design processes and related documentation
  - Arrange and attend consultative meeting with relevant stakeholder and municipal officials necessary for establishment of the concept design criteria
  - Investigate financial and economic implication in relation to the estimated project budget to the proposal or project feasibility
  - Surveys and investigations. These surveys will consist of the collection of available information from various sources, establishing the general geological conditions of the area by means of a walkover site survey using geological maps, identification of important geological problems, the provisional indication of foundation conditions and a provisional indication of sources for construction material
  - Establish access, utilities, services and connection requirements for the design

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- Clarify, confirm and align project specification with norms and standards to optimize functional and operational efficiency
- Co-ordinate design interfaces with the other consultants where applicable to fully integrates design, services and technology required
- Advise structural constraints and required approvals
- Define the services and scope of work required
- Develop a programme of works
- The architect will prepare design concept layouts based on the approval Space Planning Norms and other design criteria applicable to the building typology and in accordance with the current National Building Standards and Regulations
- Provide information to the quantity surveyor for suitable estimates of construction costs
- Prepare and submit presentation of the design concept to the client for approval

### **3.2.1 Deliverables**

- Outline final design processes
- Preliminary plans, drawing and cost estimates for approval
- Final and approved brief
- Approved concept Layout
- Preliminary design report highlighting any possible variations (if necessary) from the original scope and expected changes due to potential variations
- Advice on regulatory, statutory requirements and any other requirement required for successful completion of report. Arrangements of all necessary approvals initiated
- Zoning diagrams-colour codes for ease of reference
- Overall external works concept for site
- Full extent of concepts structure and placement of all ancillary building required.

### **3.3 Stage 3: Design development**

- This phase is anticipated to address the following aspects,
  - Prepare and finalise the procurement programme
  - Incorporate the approve brief and detailed requirements into the final design
  - Provision of additional information necessary for the design and other services
  - Preparation of specifications, schedule of quantities and design development drawings
  - Develop a detail design, incorporating capital and life cycle cost, financial implications and programme implementation including incorporation of requirements obtained from consultative design meetings and ensuring conformance with all regulatory requirements and consents
  - Arrange and attend design meeting with relevant stakeholder and municipal officials necessary for development of detail design
  - Obtain any additional information and undertake any additional site inspections that may be required
  - Advise the client, in conjunction with the other consultants on the appropriate insurances

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

- Liaise, co-operate and provide necessary information to the client, consultant and other sub-consultants
- Outline an SMME development strategy
- Develop a programme of works
- Prepare and submit detail design concept for approval
- Incorporate building services and coordinate with the work of consultants
- Review the design, costing and programme together with the consultants
- Review the documentation programme with the principal consultant and the other consultants
- Attend design and consultant's co-ordination meeting
- Review budget in conjunction with the quality surveyor
- All design to include maintenance plan

### 3.3.1 Deliverables

- Status quo information collected during the project
- Report on all consultations undertaken during the project
- Outline procurement plan
- SMME development strategy
- Design development drawings
- Detail estimates and construction cost
- Detail design report
- Approvals on all regulatory, statutory requirements and any other requirement required for successful completion of report.
- All final design drawing (size A1), Submitted to and approved by the municipality (VKLM), Planning Review committee

### 3.4 Stage 4: Documentation and procurement

- This phase is anticipated to address the following aspects,
  - Check cost estimates and adjust design and documentation if necessary to remain within budget
  - Refine procurement strategy for contractors, sub-contractors and suppliers
  - Refine project brief and network layout
  - Prepare procurement documentation for contractor procurement ensuring alignment to the procurement plan
  - Review designs, drawings and schedules for compliance with approved budget
  - Assess final documentation and design for compliance and design intent and execution of the works
  - Analyses of bids offers and recommendations on acceptable bid offers
  - Assist in bid assessment as required when the detailed evaluation services is provided by others
  - Assist with the preparation of contract documentation for signature
  - Obtain the client's authority for the execution of the works
  - Manage procurement process
  - Local authority building plans and rational designs for approval
  - Complete technical documentation and complete primary co-ordination with other consultants

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

- Confirm material specifications and extent of works for implementation
- Prepare specifications for the works and agree preamble with the quantity surveyor
- Prepare construction drawings and procurement documents
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants
- Finalise documentation for the execution of the works (construction drawings)
- Attend all design and consultant's meetings
- Co-ordinate services and prepare necessary services co-ordination drawings

### 3.4.1 Deliverables

- Approved budget for construction
- A complete priced and un-priced contract documentation for construction and tender purposes
- Specification and a complete set of tender drawings
- Tender documentation and advertising/invitations for tenders
- Tender evaluation report
- A complete set of construction drawings of all disciplines in A1 and A0 format
- An A4 or A3 detailed specification document inclusive of all disciplines

### 3.5 Stage 5: Contract administration and inspection

- This phase is anticipated to address the following aspects,
  - Arrange and attend the site handover as Principal Agent from Client/VKLM
  - Issue construction documentation in accordance with the documentation program
  - Carry out contract administration procedures delegated by the principal agent in terms of the contract
  - Attend regular site, technical and progress meetings
  - Inspect the works for conformity to contract documentation
  - Clarify details and descriptions during construction as required
  - Receive, comment and approve interim payment valuations
  - Witness and review all tests and mock-ups carried out both on and off site
  - Check and approve subcontract shop drawings for design intent
  - Update and issue the drawings register
  - Issue contract and site instructions as and when required
  - Review and comment on operations and maintenance manuals, guarantees, certificates and warranties
  - Monitor, inspect, review, approve the works and issue practical completion certificates and defects lists
  - Assist in obtaining statutory certificates Agree and monitor issue and distribution of construction documentation
  - Instruct the contractor on behalf of the client/VKLM to appoint subcontractors in accordance with the SMMEs strategy
  - Review, approve and monitor the preparation of the construction programme by the contractor
  - Regularly monitor performance of the contractor against the construction programme

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s)
- Agree quality assurance procedures and monitor implementation thereof
- Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant
- Develop procedures for monitoring scope and cost variations
- Develop and monitor a financial/budget control system
- Receive, review and adjudicate any contractual claims
- Conduct and record regular site meetings
- Prepare and submit progress reports
- Inspect the works and issue practical completion and defects lists
- Monitor preparation of the environmental management plan by the environment consultant
- Adjudicate entitlements that arise from charges required to the construction to the construction Programme

### 3.5.1 Deliverables

- Progress meetings and meeting minutes in line with the approve level of monitoring in an approved format
- Monthly progress reports in an approved format
- Quality control report supported with photographs
- Financial control report in an approved format
- Valuations for payment certificate on monthly basis
- Approved construction programme
- Signed contracts
- Certificate(s) of practical and Works Completion
- Completion Certificates including final completion and Final account as per definition of the contract to be signed
- Payments certificate
- Progress reports
- Records of meetings
- Facilitate and expedite receipt of occupation certificate

### 3.6 Stage 6: Project closure

- This phase is anticipated to address the following aspects,
  - Inspect and verify rectification of defects
  - Receive, comment and approve relevant payment valuations and completion certificates
  - Prepare and/or procure operations and maintenance manuals, guarantees and warranties
  - Prepare and/or procure as-built drawings and documentation
  - Co-ordinate and monitor rectification of defects
  - Manage preparation of as-built drawings and documentation
  - Manage procurement of outstanding statutory certificates
  - Monitor, review and issue payment certificates
  - Issue completion certificates
  - Manage agreement of final account(s)

**Consultant**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**

- Prepare and present the project close-out report

### **3.6.1 Deliverables**

- As Built drawings
  - Reduced scale copies of plans in appendices to the report
  - Locality plan indicating the location of all services.
  - Layout plans on survey sheets to a scale of 1:1000 showing the overlaid services (as built). The following details are required:
    - Topographical details and contours
    - Other plans that may be required for the project
- Final Completion Certificate
- Occupation Certificate and all regulatory requirements
- Final Account
- Project review meeting and minutes, and
- Close out report and letter of closure
- Completion certificates
- All guarantees, warranties, commissioning certificates, etc
- Status quo information collected during the project
- Report on all consultations undertaken during the project
- Record of necessary meetings

## **4. ADDITIONAL SERVICES - CONSTRUCTION**

Over and above the said professional services, the service provider will be responsible for the actual construction of both the community hall and offices in the said areas.

The agreement on the scope of services and remuneration shall be in writing and should, be concluded before such services are rendered. The scope of services pertaining to all stages of the project is in accordance to the Engineering Council of South Africa (ECSA) Guideline Scope of Services.

## **5. TECHNICAL EXPERIENCE AND CAPABILITY**

A technical proposal is required it must include full details of the consulting firm as well as all sub-consultants that will be involved in the project. No other firm or sub-consultant will be allowed to participate in the project unless prior written approval has been obtained from the municipality.

If sub-consultants are to be used during the project, the proposal must include information on the division of work between the different firms (including the fee division). Each of the consultants must submit written consent indicating their willingness to participate in the project.

The work to be undertaken by the lead consultant must include, as a minimum, the following tasks:

- Project Management
- Detail design
- Tender and Contract documents and Specifications

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*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- Construction Monitoring
- Geotechnical Engineering
- Drainage and hydrology (where required)
- Environmental Impact Assessment (where required).

The proposal must include a capability statement of each firm and sub-consultant, with specific reference to all aspects related to and disciplines involved with the project. Proposals will only be considered from firms and sub-consultants that have the experience, knowledge and capability of undertaking all work involved. The capability statement must include clear evidence showing that the firm and sub – consultants not only have experience of similar projects but also played a leading or active role in such projects.

The Municipality reserves the right to reject a proposal if, in its opinion, the consultant or any of the sub-consultants does not have the capability or will not be able to provide the continuity required for the successful completion of the project.

The consultants must have the professional personnel with the experience and expertise described in the following section.

All consultants will be required to take out and maintain, at their own cost, professional liability insurance. The proposal must include details of the terms and conditions of such insurance. Supporting documentation of the latter must accompany the proposal.

The Environmental Assessment Practitioner must be fully independent of any other consultant or sub-consultant involved with the project (as specified by the Environmental Impact Assessment Regulations 2006). The proposal must include a signed statement from the practitioner stating that he or she complies with the regulations in this regard.

The proposal must include all the required information specified and supporting documentation, failure to comply may result in disqualification of the proposal. In situations where it is clear to the Municipality that information has inadvertently been left out, the Municipality may contact the consultant with a request to submit the required information.

The municipality reserves the right to request additional information from consultants over and above the information specified in this document. Such information will form part of the submitted proposal and will be taken into account during the evaluation of the proposals. Non-submission of such information will lead to the disqualification of a proposal.

It is particularly important to note the proposal must clearly show that the consultant and sub-consultant (where applicable), will fully comply with all the conditions and requirements as set out in this document. In addition, the proposal must also include a method statement that the required consulting services will be carried out to a standard acceptable to the Municipality. The Municipality reserves the right to reject a proposal should the proposal not materially comply with the condition and requirements of the documents, or where the municipality is of opinion that the consultant or any of the sub-consultants will not be able to provide the consulting services to standards acceptable to the Municipality.

#### 5.1.1 KEY PERSONNEL

The proposal must include full details of all key personnel from all firms (including sub – consultants) who will be involved with the project. The services provider shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience and only when a written approval has been obtained from the municipality.

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Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Sufficient suitably qualified professional staff must be made available by the consultant and sub-consultant to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The proposal must include documentary evidence that each proposed professional meets these requirements.

The person nominated to act as project manager or project leader for implementation of the project must be a registered professional engineer or technologist with the Engineering Council of South Africa (ECSA) as a Professional Engineer or Engineering Technologists with at least 10 (ten) years verifiable post graduate experience relevant to the project. This person must have successfully managed and completed at least two similar types of projects. The proposal must included details of these projects.

All other personnel who will be responsible for different components of the project must be registered Professionals (degrees in their particular profession fields).

The lead consultant must have one or more staff members, one of which may be the project manager, available with the required and experience and who will be responsible for the fields of work described below. Note that one staff member may be responsible for more than one field of work and that it is NOT a requirement that a different staff member is required for each of the fields of work.

Either the lead consultant or the sub-consultants must have suitably qualified staff members who will be responsible for the following particular aspects of the project. The proposal must include full details and documentary evidence that the requirements are met (CV's must be included with the proposal).

Tender and Contract Documents and Specifications: - a Professional registered person with a degree in Civil Engineering, well experienced in and currently actively involved with preparing tender and contract documents and specifications. The person must have been the design engineer of similar projects.

Construction Monitoring: - A Professionally registered person with a degree in Civil Engineering, well experienced in construction supervision. The person must have been the lead supervisor in similar projects

**5.1.2 OFFERED SERVICES**

This Request for Proposal document must be included in the proposal description of the engineering and other services offered and the project scope. Any proposed deviations from this document must be specified in Evaluation schedule – Proposed Amendments and Qualifications of the proposal and marked as such. This includes any additional work which the consultant considers necessary. The cost implication of such deviation must be clearly shown in a separate section of the cost proposal.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# VICTOR KHANYE LOCAL MUNICIPALITY



**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR DESIGN AND  
IMPLEMENTATION OF VARIOUS ELECTRICAL PROJECT AROUND JURISDICTION OF  
VICTOR KHANYE LOCAL MUNICIPALITY FOR THE PERIOD OF THREE YEARS**

**CONTRACT NO.: T/ES-2023/2025**

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## SITE INFORMATION

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Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C4.1 Site Information**  
**Drawings issued with this document**

*Consultant*

*Witness 1*

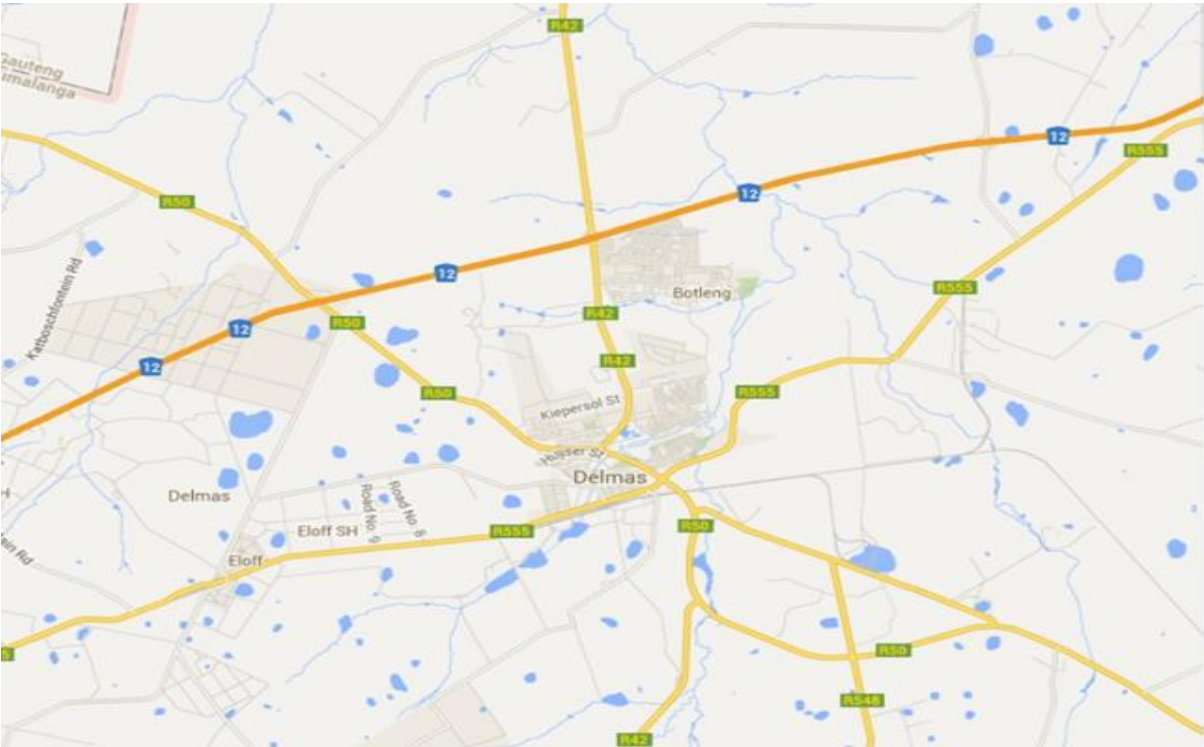
*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

C4.3 **LOCALITY MAP**



Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2