

JOE GQABI DISTRICT MUNICIPALITY



BID NO.: JGDM 2021/22-004

PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1_ DESIGN AND BUILD

BIDDER:

TENDERER CSD NUMBER:

TENDERER TCS PIN:

TENDER AMOUNT:
(Including VAT, Escalation and Contingencies)

CLOSING DATE: 25 October 2021

CLOSING TIME: 12H00

PREPARED BY:

**JOE GQABI DISTRICT MUNICIPALITY
CNR COLE & GRAHAM STREETS
BARKLY EAST, 9786
TEL: 045 979 3000**



EXPANDED PUBLIC WORKS PROGRAMME

JOE GQABI DISTRICT MUNICIPALITY

BID NO.: JGDM 2021/22-004

PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1 – DESIGN AND BUILD.

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T1.1 TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Professional Service Providers for the **PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1 – DESIGN AND BUILD.**

BID NUMBER	NAME AND DESCRIPTION	COMPULSORY BRIEFING DETAILS	CONTRACT PERIOD	CLOSING DATE
JGDM 2021/22-004	Provision Of Sanitation Infrastructure For Ugie: Phase 1_ Design And Build	Date: 07 October 2021 Time: 11H00 Venue: Working for Water Boardroom, Ugie	36 Months	25 October 2021

Detailed tender documents will be available from 01 October 2021 as follows:

Bid documents will be available from the www.etenders.gov.za and the Joe Gqabi District Municipality website www.jgdm.gov.za. Hard copies of the bid document will be made available from **Joe Gqabi District Municipality SCM offices Corner of Cole and Graham Street Barkly East from Friday, 01 October 2021** upon payment of a non-refundable fee of R500 (five hundred rand) for each document (either in cash or by means of a bank guaranteed cheque or direct bank deposit to ABSA, 2380000019) Please **quote the company name and bid number as reference**. Payments must be made at the Cashier's Office, which is situated at the ground floor, Cnr of Graham and Cole Streets, Barkly East between the hours of 08h00 and 15h00 prior to the collection of the bid documents. Proof of purchase must be attached to the original Tender Document.

A Compulsory briefing session will be held on Thursday, 07 October 2021 commencing at 11:00 am in **Working for Water Boardroom, Ugie Town** where the Employer's representatives shall take the prospective tenderers to the site of the works.

Tenders in sealed envelopes endorsed **"TENDER NO: JGDM 2021/22-004: Provision Of Sanitation Infrastructure For Ugie: Phase 1_ Design And Build"** must be placed in the formal Tender Box situated outside the Main Building – **JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before closing time of 12H00 on Monday, 25 October 2021**, when tenders will be opened in public

Posted or delivered in any other way, are lodged in the Tender Box. It is accordingly preferable for the Tenderer to personally ensure that the Tender is placed in the Tender Box by the Tenderer's own staff, or where appropriate, a courier appointed by the Tenderer.

EVALUATION CRITERIA

1. Bids will be evaluated on the functionality criteria and bid that scores less than 66 out of 100 points will be considered non-responsive. Evaluation Criteria and Weight in order to qualify to be assessed for price and performance
2. All responses (tenders and quotations) that will not meet the required minimum threshold for local content as stipulated in the specification and or less than will be disqualified.
3. The bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (ActNo.5, 2000), and the regulations pertaining thereto (2017), as well as the Joe Gqabi District Municipality's Supply Chain Management Policy 80/20 preference point system will be used.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

1. NB: No Tenders will be considered from persons in the service of the state.
2. The Joe Gqabi District Municipality Supply Chain Management Policy will apply
3. The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
4. The standard tender conditions will apply

5. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
6. All pages must be signed where necessary
7. Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed
8. Bids submitted are to hold good for a period of 90 days after the closing date
9. Bid documents must remain intact
10. Use of Tippex will render the bid non-responsive
11. Bidders must be registered on National Treasury's Central Supplier Database (CSD)
12. A certified copy of the BBBEE certificate or sworn affidavit must be attached to the tender for BBBEE points to be allocated. In the case of a Trust, Joint Venture, or Consortium, a consolidated BBBEE certificate or sworn affidavit for the parties involved should be attached in order to qualify for BBBEE points.
13. SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate
14. The municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors, to the municipality or municipal entity, to any other municipality, or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing
15. Declaration pages must be fully completed and signed
16. MBD 6.2 (Local Content) will be a requirement and the declarations must be completed by the Tenderer in annexure C, D and E as per DTI local content and production. The successful bidder will be required to submit a letter from the Manufacturer to confirm the local production of the steel = 100%
17. Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
18. Latest 3 consecutive years Audited Financial Statements for bidders that are registered as companies that are required by law to have audited financial statements must be submitted, for any other bidders latest 3 consecutive years Un-Audited financial statements must be submitted.
19. Certificate of good standing for workmen's compensation to be submitted with the tender.
20. Penalties will be applied both in respect of late completion of the Works and failure to meet the required targets.
21. Tenders should ensure that the minimum 30% of the contract is sub-contracted as per Section 9(1) and (2) of the Preferential Procurement Regulations 2017.
22. Should the contract value exceed the Rand value of R 30 million, the Contractor shall sub-contract a minimum of 30% (Thirty percent) of the Total Works excluding contingencies, to local Designated groups (SMMEs). A Provisional Sum to cover this work will be provided in the Preliminary and General section of the Bill of Quantities.
23. Should the contract value exceed the Rand value of R 30.00 million, the Contractor shall purchase a minimum of 30% (Thirty percent) of the total material requirement for this project from local Republic of South Africa (RSA) suppliers/producers. Inclusive of materials procured for SMMEs.
24. Canvassing of Councillors or municipal officials shall disqualify a Tender.
25. Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.

The Council reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion.

Technical enquiries should be directed to Mr. L. Wana (PMU Manager) by e-mail to: lumanyano@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

SCM-related enquiries should be directed to Ms K. Seboko (Acquisition Co-ordinator) at Joe Gqabi District Municipality by email to: keitu@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

Issued by

Mr. Z.A. Williams
Municipal Manager
Joe Gqabi District Municipality

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOE GQABI DISTRICT MUNICIPALITY					
BID NUMBER:	JGDM 2021/22-004	CLOSING DATE:	25 OCTOBER 2021	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1 DESIGN AND BUILD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
JGDM Offices, Cnr. Cole & Graham Streets, Barkly East, 9786					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <div style="margin-left: 40px;"><input type="checkbox"/> NO</div></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <div style="margin-left: 40px;"><input type="checkbox"/> NO</div></p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER: **DATE:**.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

T1.2 TENDER DATA

Clause number	Tender Data
3.1	The Employer is Joe Gqabi District Municipality
3.2	<p>The Tender document issued by the Employer is comprised of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and Invitation to bid</p> <p>T1.2 - -Tender data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - -Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 - Form of Offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Assumptions/Instructions</p> <p>C2.2 - Pricing Schedule</p> <p>Part C3: Scope of work</p>
3.4	<p>The Employer's Agents is:</p> <p>None</p>
3.5	The language of communication is English
3.6	Competitive negotiation shall <u>NOT</u> be applied
4.1	<p>Only those Tenderers who satisfy the following criteria to submit tenders:</p> <p>I. Only those Tenderers who have in their full time employ a person registered as a Professional Engineer (Pr Eng) or professional Technologist (Pr Tech Eng) in terms of the Engineering Professional Act, 2000 (Act No 46 of 2000) and who has a minimum Civil Engineering Degree or equivalent.</p>

Clause number	Tender Data
	Proof of qualifications must be submitted with the tender in the form of original certified copied .
4.12	No alternative tenders are permitted
4.13.1	Parts of each tender offer communicated on paper shall be submitted as original, plus NIL copies.
4.13.4	<p>The tenderer is required to submit with his tender the following:</p> <ol style="list-style-type: none"> 1) A Tax compliance PIN issued by SARS for the Municipality or the Agent to verify the Tenderer's Tax matters 2) An original current Account in terms of water & electricity or rates & taxes obtainable from any Local Municipality or a Municipal Accounts clearance or Lease Agreement which states clearly who is responsible for rates between the Landlord and tenant. If the Lease Agreement states that the tenderer is responsible for rates, the tenderer is then required to submit Municipal Accounts clearance for the address on the Lease Agreement. 3) An original valid B-BBEE status level verification certificate or an ORIGINAL CERTIFIED copy in terms of the Construction Sector Charter on Black Economic Empowerment, in terms of the Preferential Procurement Regulations, 2017 (unless available on record) 4) Confirmation of financial standing (bank rating) from the tenderer's financial institution. 5) ORIGINAL CERTIFIED copies of identity Documents (Ids) of all shareholders /owner (s) / partners of the bidding companies must be submitted with the bid document. 6) Joint venture agreements where applicable. 7) ORIGINAL CERTIFIED copies of qualifications and professional registrations with statutory bodies.
4.13.5 4.15	<p>The Employer's details and address for delivery of tender documents and identification details that are to be shown on each tender package are:</p> <p>Location of tender box: JOE GQABI DISTRICT MUNICIP OFFICES (MAIN BUILDING) CNR. OF COLE AND GRAHAM STREETS, BARKLY EAST, 9786</p> <p>Identification details: JGDM 2021/22-004: PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1 – DESIGN AND BUILD.</p>
4.13.6	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The address and closing time for opening of tender offers is as stated in Section T1.1 Tender Notice and Invitation to Tender
4.16	<p>The tender offer validity period is 90 days.</p> <p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
4.20	The tenderer is required to submit with his tender Proof of Professional Indemnity (PI) insurance
5.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before the tender closing time
5.4	Tenders will be opened immediately after the closing time receipt of tenders as stated in the Tender Notice and Invitation to Tender.
5.11.5	The procedure for evaluation of responsive tenders is method 4 (where tenderer is evaluated on balance between the price and quality and preference)

Clause number	Tender Data			
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <p>The Professional Service Provider (PSP) (Civil Engineering Consultant) will be evaluated on functionality, the maximum points to be scored is 100 points and minimum 71 points: Should the PSP score less than 71 points, it will be considered non-responsive and will not proceed to further evaluation. The PSP will be evaluated for functionality on the following criteria and weight:</p> <p>NB.: will be required to score minimum points on each Tenderers criterion in order to proceed to further evaluation</p>			
	TECHNICAL / FUNCTIONALITY POINTS (100)			
	<p>1. Experience: (Experience track record) on previous contracts of a similar nature, scope or complexity (over the last ten years):</p>			
	<p>Pre-qualification Description</p>	<p>Deliverables</p>	<p>Max. Points</p>	<p>Min Points</p>
	<p>Tenderers must provide details of their previous relevant experience in projects of similar nature as detailed under scope of works.</p> <p>The experience of Tenderers will be evaluated as detailed under deliverables</p>	<p>Professional Services Experience</p> <p>4 Similar projects completed in past 10 years – 20pts</p> <p>3 Similar projects completed in past 10 years – 15pts</p> <p>2 Similar projects completed in past 10 years – 10pts</p> <p>NB.: Each project completed weighs 5 points</p> <p>Construction Services Experience</p> <p>3 Similar projects completed in past 10 years – 15pts</p> <p>2 Similar projects completed in past 10 years – 10pts</p> <p>1 Similar project completed in past 10 years – 5pts</p> <p>NB.: Each project completed weighs 5 points</p> <p>For Professional Services Provider:</p> <p>Points can only be claimed upon submission of letters of appointments, accompanied with corresponding recommendation letters from previous clients</p> <p>For Construction Services Provider:</p> <p>Points can only be claimed upon submission of letters of appointment, accompanied with corresponding completion certificates from previous clients.</p> <p>Please file your POE appropriately for ease of Evaluation</p>	<p>35</p>	<p>25</p>
	<p>2. Expertise of Key Personnel (Points will be scored on the following basis)</p>			
	<p>Pre-qualification Description</p>	<p>Deliverables</p>	<p>Max. Points</p>	<p>Min Points</p>
	<p>Tenders must provide details of their key personnel that will be involved in the project, and clearly stipulate their qualifications and experience.</p> <ul style="list-style-type: none"> Tenderers' expertise will be evaluated as stipulated under 	<p>The Professional Service Provider must have the following key personnel to be considered:</p> <p>1x Project Leader (15 points)</p> <ul style="list-style-type: none"> BEng/B.Tech in Civil Engineering (5pts) At least 5 years' experience as an Engineer or Technologist (5pts) Must be registered with Engineering Council of South Africa (ECSA) as Engineer/Technologist (5pts) <p>NB.: ECSA Registration is compulsory, even though PSP can meet minimum points, but will not be considered responsive without submission of ECSA Registration for the Project Leader</p>	<p>35</p>	<p>30</p>

Clause number	Tender Data					
	deliverables.	<p>Construction:</p> <p><u>1x Contracts Manager (10 points)</u></p> <ul style="list-style-type: none">National Diploma in Civil Engineering (5pts)At Least 10years experience after graduation (5pts) <p><u>1x Site Agent (10 points)</u></p> <ul style="list-style-type: none">Labour Intensive Construction (LIC) NQF Level 5 (5pts)At least 10 years' experience in construction industry (5pts) <p>Points can only be claimed upon submission of key personnel CVs. Certified qualifications and registrations MUST be attached. The experience of the Project Leader and Construction Personnel must be stated clearly in the CV.</p> <p>Please file your POE appropriately for ease of Evaluation</p>				
	<p>Methodology: Professional Services: (Technical approach / methodology / proposed program (schedule) to satisfying stated employer's objectives / Risk Matrix / legislative requirements to be met (e.g., EIA, OHS, etc)</p> <p>Construction Services: Provide details of how construction will be undertaken by the Contractor in the Design and build partnership. Methodology should also detail how the local SMMEs will be involved during construction.</p>					
	Pre-qualification Description	Deliverables			Max. Points	Min Points
	PSP should clearly detail the Technical approach to successfully execute the project. Methodology will be evaluated as detailed under deliverables	Scoring	Points	Comments	20	10
		Comprehensive	20	The most important issues are exceptionally approached in an innovative and efficient way.		
		Good	15	Methodology is specifically tailored to address the specific project objectives and methods of work.		
		Fair	10	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project		
		Poor	0	Methodology is poor / unlikely to satisfy project objectives. Bidder may have misunderstood certain aspects of the scope of works.		
	1) Financial Viability: Confirmation of financial standing (bank rating) from the Tenderer's financial institution.					
	Financial Viability Attach Company banking rating letter for Professional Service Provider (not older than three Months)	Grading		Points	10	6
		A		10		
		B		8		
		C		6		
		D		4		
		E		0		
	Total Possible score for quality				100	71

Clause number	Tender Data
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> The tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity, The tenderer is in good standing with SARS according to the Central Supplier Database; The financial offer is market related (See Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017). The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with public sector; the tenderer has not; <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to perform the services. The Tenderer will be rejected if they are not registered in the required CIDB contractor grading designation (category) or higher as will be determined by the Professional Service Provider.
5.17	The number of paper copies of the signed contract to be provided by the employer is ONE
Additional Conditions of Tender	
6.1	<p>Tenderers will be considered non-responsive if, inter alia,;</p> <ol style="list-style-type: none"> The tenderer does not comply with the required criteria as specified in 4.1 above; The Tenderer failed to submit one Offer per tendering entity; The Tenderer failed to submit additional information by the due date; The Tenderer failed to complete or sign the Form of Offer bound into this tender document; The tender is not completed in non-erasable ink; The tender contained material qualifications or deviations that affected the scope, quality or performance of the works, significantly changed the parties' risk and responsibilities affected the competitive position of other Tenderers if they were to be rectified
6.2	<ol style="list-style-type: none"> Tenderers will be evaluated according to Joe Gqabi District Municipality's SCM Policy The lowest, the highest or any tender will not necessarily be accepted and the Council reserves the right to accept any tender wholly or partially or to withdraw the tender All copies of certificates submitted with the tender must be certified originals by the commissioner of Oaths. Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted; Tenderers with any municipal account outstanding for more than 30 days will be rejected.
6.3	Joe Gqabi District Municipality intends to appoint a Civil Engineering Professional Service Provider on design and build basis for the PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1

Standard Conditions of Tender as Amended

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

F.1 GENERAL

F.1.1. Actions

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

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

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

F.1.2. Tender Documents

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

F.1.3. Interpretation

F.1.2.1 *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.1.2.2 *These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.*

F.1.2.3 ***For the purposes of these conditions of tender, the following definitions apply:***

- a)** ***conflict of interest*** means any situation in which:
 - i)** *someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;*
 - ii)** *an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or*
 - iii)** *incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.*
- b)** ***comparative offer*** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;
- c)** ***corrupt practice*** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;
- d)** ***fraudulent practice*** means the misrepresentation of the facts in order to influence the tender process

or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

- e) **organization means** a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality means** the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

F.2.1 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.2.2 Cancellation and Re-Invitation of Tenders

F.2.2.1 An organ of state may, prior to the award of the tender, cancel a tender if-

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

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

F.1.3 Procurement procedures

F.1.3.1 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.1.3.2 Competitive Negotiation Procedure

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.1.3.2.1 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.1.3.2.2 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.1.3.2.3 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after Tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

conditions of tender.

F.1.6.3.2 Option 2

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.1.6.3.2.1 *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.2.3 Eligibility

F.2.3.1 *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.2.3.2 *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.2.4 Cost of tendering

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

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

F.2.5 Check documents

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

F.2.6 Confidentiality and copyright of documents

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

F.2.7 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.2.8 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.2.9 Clarification meeting

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

F.2.10 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.2.11 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.2.12 Pricing the tender offer

F.2.12.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

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

F.2.13 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.14 Alternative tender offers

F.2.11.1 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.2.11.2 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.2.11.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.15 Submitting a tender offer

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

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as Joint Ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

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

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

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

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

- F.2.13.9** *Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.*
- F.2.16** **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.2.17** **Closing time**
F.2.17.1 *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.2.17.2** *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.2.18** **Tender offer validity**
F.2.18.1 *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.2.18.2** *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.2.18.3** *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.2.18.4** *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".*
- F.2.17** **Clarification of tender offer after submission**
Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.*
- F.2.18** **Provide other material**
F.2.18.1 *Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized Joint Venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.*
- F.2.18.2** *Dispose of samples of materials provided for evaluation by the Employer, where required.*
- F.2.19** **Inspections, tests and analysis**
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20** **Submit securities, bonds and policies**
If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21** **Check final draft**
Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.
- F.2.22** **Return of other tender documents**

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the Tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 *Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.*

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 The Employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive 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: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the tender data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 million

- F.3.11.4 (a)(i)** The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where :

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (a)(ii)** An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate.

- (b)** Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status.

Level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (c)** A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).

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

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- F.3.11.5** (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 000 000 (all applicable taxes included):

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

Where :

P_s = Points scored for comparative price of tender or offer under consideration;
P_t = Comparative price of tender or offer under consideration; and
P_{min} = Comparative price of lowest acceptable tender or offer.

- (b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status.

Level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 5) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where:

N_{FO} is the number of tender evaluation points awarded for price.

W₁ is the maximum possible number of tender evaluation points awarded for price as stated in the tender data.

A is a number calculated using the formula and option described in Table F.1 as stated in the tender

data.

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

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

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

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

F.3.11.8 Scoring preferences

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data.

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

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

Where:

S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission;

W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

Quality Scoring Criteria

The Professional Service Provider (PSP) (Civil Engineering Consultant) and Construction Service Provider (CSP) will be evaluated on functionality, the maximum points to be scored is 100 points and minimum 71 points: Should the PSP score less than 71 points, it will be considered non- responsive and will not proceed to further evaluation. The PSP and CSP will be evaluated for functionality on the following criteria and weight:

NB.: Bidders will be required to score minimum points on each criterion in order to proceed to further evaluation

TECHNICAL / FUNCTIONAL EVALUATION
1. Experience: (Experience track record) on previous contracts of a similar nature, scope or complexity (over the last ten years):

Pre-qualification Description	Deliverables	Max. Points	Min Points
<p>Tenderers must provide details of their previous relevant experience in projects of similar nature as detailed under scope of works.</p> <p>The experience of Tenderers will be evaluated as detailed under deliverables</p>	<p>Professional Services Experience 4 Similar projects completed in past 10 years – 20pts 3 Similar projects completed in past 10 years – 15pts 2 Similar projects completed in past 10 years – 10pts NB.: Each project completed weighs 5 points</p> <p>Construction Services Experience 3 Similar projects completed in past 10 years – 15pts 2 Similar projects completed in past 10 years – 10pts 1 Similar project completed in past 10 years – 5pts NB.: Each project completed weighs 5 points</p> <p>For Professional Service Providers Points can only be claimed upon submission of letters of appointments, accompanied with corresponding recommendation letters from previous.</p> <p>For Construction Service Providers: Points can Only be claimed upon submission of Letters of Appointment accompanied with corresponding completion certificates from previous clients.</p> <p>Please file your POE appropriately for ease of Evaluation</p>	35	25

2. **Expertise of Key Personnel** (Points will be scored on the following basis)

Pre-qualification Description	Deliverables	Max. Points	Min Points
<p>Tenders must provide details of their key personnel that will be involved in the project, and clearly stipulate their qualifications and experience.</p> <ul style="list-style-type: none"> Tenderers' expertise will be evaluated as stipulated under deliverables. 	<p>Professional Service Provider must have the following key personnel to be considered:</p> <p><u>1x Project Leader (15 points)</u></p> <ul style="list-style-type: none"> BEng/B.Tech in Civil Engineering (5pts) At least 5 years' experience as an Engineer or Technologist (5pts) Must be registered with Engineering Council of South Africa (ECSA) as Engineer/Technologist (5pts) <p>NB.: ECSA Registration is compulsory, even though PSP can meet minimum points, but will not be considered responsive without submission of ECSA Registration for the Project Leader</p> <p>Construction: <u>1x Contracts Manager (10 points)</u></p> <ul style="list-style-type: none"> National Diploma in Civil Engineering (5pts) At Least 10years experience after graduation (5pts) <p><u>1x Site Agent (10 points)</u></p> <ul style="list-style-type: none"> Labour Intensive Construction (LIC) NQF Level 5 (5pts) At least 10 years' experience in construction industry (5pts) <p>Points can only be claimed upon submission of key personnel CVs. Certified qualifications and registrations MUST be attached. The experience of the Project Leader and Construction Personnel must be stated clearly in the CV.</p> <p>Please file your POE appropriately for ease of</p>	35	30

		Evaluation			
Methodology: Professional Services: (Technical approach / methodology / proposed program (schedule) to satisfying stated employer's objectives / Risk Matrix / legislative requirements to be met (e.g. EIA, OHS, etc)					
Construction Services: Provide details of how construction will be undertaken by the Contractor in the Design and build partnership. Methodology should also detail how the local SMMEs will be involved during construction.					
Pre-qualification Description	Deliverables			Max. Points	Min Points
PSP should clearly detail the Technical approach to successfully execute the project. Methodology will be evaluated as detailed under deliverables	Scoring	Points	Comments	20	10
	Comprehensive	20	The most important issues are exceptionally approached in an innovative and efficient way.		
	Good	15	Methodology is specifically tailored to address the specific project objectives and methods of work.		
	Fair	10	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project		
	Poor	0	Methodology is poor / unlikely to satisfy project objectives. Bidder may have misunderstood certain aspects of the scope of works.		
Financial Viability Attach Company banking rating letter for Professional Service Provider (Not older than three months)	Grading		Points	10	6
	A		10		
	B		8		
	C		6		
	D		4		
	E		0		
TOTAL				100	71

F.3.11.10 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.3.11.11 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any risk and only if the Tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

F.3.11.12 Prepare contract documents

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

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

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

F.3.12 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.3.13 Notice to unsuccessful Tenderers

F.3.13.1 *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.3.13.2 *After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.*

F.3.14 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.3.15 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.

F.3.16 Transparency in the procurement process

F.3.16.1 *The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.*

F.3.16.2 *The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.*

F.3.16.3 *The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.*

F.3.16.4 *The Employer must publish the information on a quarterly basis which contains the following information:*

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

F.3.16.5 *The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.*

F.3.16.6 *Consultative Forum must be an independent structure from the tender committees.*

F.3.16.7 The information must be published on the Employer's website.

F.3.16.8 Records of such disclosed information must be retained for audit purposes.

Alpha-numeric associated with the Contractor Grading Designations

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	650 000
3 (class of construction works)	3	2 000 000
4 (class of construction works)	4	4 000 000
5 (class of construction works)	5	6 500 000
6 (class of construction works)	6	13 000 000
7 (class of construction works)	7	40 000 000
8 (class of construction works)	8	130 000 000
9 (class of construction works)	9	No limit

PART T2: Returnable Documents

T2.1 List of returnable documents

The Tenderer must complete and return the documents listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION
	Returnable documents required for tender evaluation purposes
Schedule A	Documents incorporated in this tender document that must be completed and signed by all Tenderers
A1	Authority To Sign Documents
A2	Letter Of Good Standing With Workmen's Compensation Commissioner (For Contractor)
A3	Certified Copy of Certificate of Incorporation (For both Consultant and Contractor)
A4	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)
A5	Schedule of Work Experience Of Tenderer (For both Consultant and Contractor)
A6	Current and Recent projects undertaken for JGDM (For both Consultant and Contractor)
A7	Schedule of Construction Plant (For Contractor)
A8	Schedule of Estimated Monthly Expenditure
A9	Schedule of Subcontractors
A10	Compulsory Enterprise Questionnaire (Filled by Consultant)
A11	Adjudication Of Tenders On Points Basis
A12	Record Of Addenda To Tender Documents
A13	Staffing Profile (For both Consultant and Contractor)
A14	Financial Ability To Execute The Project (For both Consultant and Contractor)
A15	Joint Venture Disclosure Form (only if Tenderer is a JV)
A16	Details Of Alternative Tenders Submitted
A17	Declaration Of Validity Of Information Provided
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender
B1	CIDB CRS NUMBER (For the Contractor)
B2	B2. Tax Clearance Certificate and Financial Statements for latest 3 consecutive years for both Consultant and Contractor
B3	MUNICIPAL LEVY CLEARANCE CERTIFICATE, NOT OLDER THAN THREE (3) MONTHS FROM MUNICIPALITY WHERE THE ENTITY OPERATES (LEASE AGREEMENTS AND SWORN STATEMENT / AFFIDAVITS ARE ALSO ACCEPTED
	<ul style="list-style-type: none"> • Bank Rating Certificate from a Registered Financial Institution • Proof of affiliation with ECSA • If project team consist out of more members than whom CV's are requested

**NB: TENDERER MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS
IN BLACK INK**

T2.2 RETURANABLE DOCUMENTS

JOE GQABI DISTRICT MUNICIPALITY
BID NO.: JGDM 2021/22-004
PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1_ DESIGN AND BUILD

A1. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association / Resolution of the Board of Directors*, of which a certified copy is attached, or

.....

.....

*Delete whichever is inapplicable

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

WITNESSES:

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

BID NO.: JGDM 2021/22-004

PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1_ DESIGN AND BUILD

A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION COMMISSIONER

Tenderers shall attach a valid letter to this page.

A3. CERTIFIED COPY OF CERTIFICATE OF INCORPORATION

(if Tenderer is a company)

OR Certified copy of founding statement (if Tenderer is a closed corporation)

OR Certified copy of partnership agreement (if Tenderer is a partnership)

OR Certified copy of identity document (if Tenderer is a one-man concern)

Both the Consultant and the Contractor are required to attach required documents here

A4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a Joint Venture.

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

Mr./Ms....., authorised signatory of the company, close corporation or Partnership..... 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 :.....
		Signature :..... Name :..... Designation :.....

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

A5. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderer shall insert in the Schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. Completion certificates from Clients to be included. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. **Value of work to be given to the nearest R 0.5 million.**

COMPLETED CONTRACTS FOR CONSULTANT				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R (M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

COMPLETED CONTRACTS FOR CONSTRUCTOR				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R (M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS FOR CONSULTANT				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
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Email :				

CURRENT CONTRACTS FOR CONTRACTOR				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
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Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A6. CURRENT AND RECENT PROJECTS UNDERTAKEN FOR JGDM

Tenderer must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past 5 years. The information shall include a description of the Works, the Contract value, the Contract start date and completion date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT DATE	START ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR JGDM			R

.....
DATE

.....
SIGNATURE OF TENDERER

Tenderer shall state below what construction plant will be available for this Contract. The Tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired, or hired for the Work, should the Tenderer be awarded the Contract.

[illegible]

A8. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he / she estimates will arise based on his / her preliminary programme and tendered rates, in the table below. The Tenderer will correlate this with his selected construction duration on the "Form of Offer and Acceptance". ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R

11	R
12	R
SUBTOTAL	R
CONTINGENCIES (10.%)	R
SUBTOTAL	R
ESCALATION	R
SUBTOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT @ 15%)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A9. SCHEDULE OF SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact of Person/Phone/Fax/Details Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Employer's Agent.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A10. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise
Address of enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number
 Close corporation number
 Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

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

*insert separate page if necessary

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

- authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

A11. ADJUDICATION OF TENDERS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the JOE GQABI DISTRICT MUNICIPALITY. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the JOE GQABI DISTRICT MUNICIPALITY.

The tender shall be scored on a 80/20 point system where 80 points will be for the price and 20 points is in terms of the B-BBEE status level of the contributor.

The tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to two decimal places.

In the event of equal points scored, the tender will be awarded to the Tenderer scoring the highest points for B-BBEE Status.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

1. GENERAL CONDITIONS

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50,000,000; and
- the 90/10 system for requirements with a Rand value above R50,000,000.

The value of this tender is estimated to be below R50,000,000 and therefore the 80/20 system shall be applicable.

Preference points for this tender shall be awarded for B-BBEE Status verified by an accredited assessor.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Preference	20
	Total	100

The points awarded for Preference are based on the B-BBEE status level of contributor is as follows:

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

The Tenderer shall attach a copy of his B-BBEE certificate to this page as proof of his status level.

Failure on the part of a Tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The Employer reserves the right to require of a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the Employer.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

WITNESS 1:

NAME

SIGNATURE

DATE

WITNESS 2:

NAME

SIGNATURE

DATE

A12. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Details

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

A13. STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER :

--

NAME

--

SIGNATURE

--

DATE

A14. FINANCIAL ABILITY TO EXECUTE THE PROJECT

Current Bank Rating.....

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act (Act 94 of 1990) :
- Insurance Company registered in terms of the Short Term Insurance Act (Act 53 of 1998) :
- Cash :

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

Notes:

- Value added tax to be included in all amounts
- Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc.)

A15. JOINT VENTURE DISCLOSURE FORM

GENERAL

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

1. JOINT VENTURE PARTICULARS

- a) Name :
- b) Postal address :
.....
- c) Physical address :
.....
- d) Telephone :
- e) Fax :

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm :
- Postal Address :
- Physical Address :
- Telephone :
- Fax :

Contact person for matters pertaining to Joint Venture Participation Goal requirements :

.....

2.2(a) Name of Firm :

Postal Address :

Physical Address :

Telephone :

Fax :

Contact person for matters pertaining to Joint Venture Participation Goal requirements :

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. **IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

3.1(a) Name of Firm :

Postal Address :

Physical Address :

Telephone :

Fax :

Contact person for matters pertaining to Joint Venture Participation Goal requirements :

.....

3.2(a) Name of Firm :

Postal Address :

Physical Address :

Telephone :

Fax :

Contact person for matters pertaining to Joint Venture Participation Goal requirements :

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements :

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of : *

i) Profit and loss sharing

ii) Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- a) Joint venture cheque signing

.....

.....

.....

- b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

- c) Signing, co-signing and / or collateralizing of loans

.....

.....

.....

- d) Acquisition of lines of credit

.....

.....

.....

- e) Acquisition of performance bonds

.....

.....

.....

- f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- a) Supervision of field operations

.....

- b) Major purchasing

.....

- c) Estimating

.....

- d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- a) Identify the “managing partner”, if any,

.....

.....

.....

.....

- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT DESIGNATION	FUNCTION /	NAME	PARTNER*

10. PERSONNEL

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- b) Number of operative personnel to be employed on the Contract, who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature :

Duly authorised to sign on behalf of :

Name :

Address :

Telephone :

Date :

Signature :

Duly authorised to sign on behalf of :

Name :

Address :

Telephone :

Date :

Signature :

Duly authorised to sign on behalf of :

Name :

Address :

Telephone :

Date :

Signature :

Duly authorised to sign on behalf of :

Name :

Address :

Telephone :

Date :

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

A16. DETAILS OF ALTERNATIVE TENDERS SUBMITTED

DESCRIPTION

A17. DECLARATION OF VALIDITY OF INFORMATION PROVIDED

I/We, the undersigned:

- a) tender to supply and deliver to the JOE GQABI DISTRICT MUNICIPALITY (hereafter "JGDM") all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
- d) confirm that this tender may only be accepted by the JGDM by way of a duly authorised Letter of Acceptance;
- e) declare that we are fully acquainted with the tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- f) declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the JGDM and the undersigned;
- g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- h) acknowledge that the information furnished is true and correct;
- i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the JGDM that the claims are correct. If the claims are found to be inflated, the JGDM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the JGDM as a result of the award of the contract and/or cancel the contract and claim any damages which the JGDM may suffer by having to make less favourable arrangements after such cancellation;
- j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- l) the signatory to the tender document is duly authorised; and
- m) documentary +proof regarding any tendering issue will, when required, be submitted to the satisfaction of the JGDM.

Signed atthis..... day of 20
.....

Name of Authorised Person :

Authorised Signature :

Name of Tendering Entity :

Date :

JOE GQABI DISTRICT MUNICIPALITY

BID NO.: JGDM 2021/22-004

PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1_ DESIGN AND BUILD

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderer must submit the Certificates of Contractor Registration in respect of each Joint Venture partner.

SIGNED BY/ON BEHALF OF TENDERER :



NAME



SIGNATURE



DATE

B2. TAX CLEARANCE CERTIFICATE, FINANCIAL STATEMENTS FOR LATEST 3 CONSECUTIVE YEARS FOR BOTH CONSULTANT AND CONTRACTOR

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this page (or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations). In addition the Tax Compliance Status (TCS) with valid pin must be submitted.

Each party to a Consortium / Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED BY/ON BEHALF OF TENDERER :

--

NAME

--

SIGNATURE

--

DATE

JOE GQABI DISTRICT MUNICIPALITY

BID NO.: JGDM 2021/22-004

PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1_ DESIGN AND BUILD

FINANCIAL STATEMENTS FOR CONTRACTS OVER R10 MILLION

Tenderers are referred to Clause F2.23, points D(i) to D(iv) on page 26.

Tenderers shall attach all the required documentation to this Schedule where a tender price exceeds R10 million.

Each party to a Consortium / Joint Venture shall submit a separate set of documents.

SIGNED BY/ON BEHALF OF TENDERER :

--

NAME

--

SIGNATURE

--

DATE

--

NAME

--

SIGNATURE

--

DATE

B3. MUNICIPAL LEVY CLEARANCE CERTIFICATE, NOT OLDER THAN THREE (3) MONTHS FROM A MUNICIPALITY WHERE THE ENTITY OPERATES (LEASE AGREEMENTS AND SWORN STATEMENT / AFFIDAVITS ARE ALSO ACCEPTED)

Details of Municipal Levy Clearance Certificate shall be appended to this Schedule.

Number of sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER :

--

NAME

--

SIGNATURE

--

DATE

PART C1: AGREEMENT AND CONTRACT DATA

C1.1. Form of Offer and Acceptance

Offer

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

BID NO.: JGDM 2021/22-004: **PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1_ DESIGN AND BUILD**

The Tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto (as listed in the Schedule of Returnable Documents), and by submitting this offer has accepted the conditions of tender.

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

The Contract shall be completed within **weeks of the Commencement Date.**

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

.....

..... RAND (in words);

R(in figures)

This offer may be accepted by the Employer, by signing the Acceptance part, of this Form of Offer and Acceptance. Thereafter the Employer will be returning one copy of this document to the Tenderer, before the end of the period of validity (stated in the tender data). Whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

Name and address of Organization:

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an Agreement between the Employer and the Tenderer, upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

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

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or just after this Agreement comes into effect; contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations, in accordance with those terms, shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

C1.2. CONTRACT DATA

The Conditions of Contract are the *Standard Professional Services Contract* (September 2005) published by the Construction Industry Development Board, Edition 2; document 1015 from pages 1 up to 15.

Each item of data given below is cross-referenced to the clause in the *General Conditions of Contract* of the above-mentioned Standard Professional Services Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
3.4 and 4.3.2	<p>The Employer is the Joe Gqabi District Municipality</p> <p>The authorized and designated representative of the Employer is Municipal Manager, Joe Gqabi District Municipality</p> <p>The address for receipt of communications is Corner of Cole & Graham Street, Private Bag X 102 Barkly East 9786, Eastern Cape, Republic of South Africa</p> <p>Telephone: 045 979 3000; Facsimile: 045 971 0432</p> <p>Contact Person: Mr. Lumanyano Wana (Technical) – lumanyano@jgdm.gov.za Ms. Mamtse Mlotywa (Supply Chain Management) procurement@jgdm.gov.za</p>
1.	<p>The Project is PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1_ DESIGN AND BUILD</p>
1.	<p>The term 'Professional Services Provider'/ 'the PSP' shall be used for 'Service Provider' under this contract.</p>
3.4.1	<p>The communication by e-mail will only be accepted on submission of hard copy original print out in letterhead and properly signed by the authorized person. Faxes will only be acceptable on submission of original signed documents.</p>
3.6	<p>The Service Provider shall not release public or media statements or publish material related to the Services or the Programme under any circumstances without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.</p>
3.11	<p>The penalty payable is R 2 000.00 per day subject to a maximum amount equivalent to 25% of his total payable amount for services. A penalty of R 5 000.00 per month is payable for each report of which the Service Provider fails to meet the reporting requirement/ deadline as set out in the scope of works/ agreed time schedule. The penalty is payable for each month for which the failure continues.</p>
3.14	<p>The schedule of implementation (programme) shall be submitted within 10 days of the award of contract or prior to signing the agreement whichever is earlier.</p>
5.4.1	<p>The Service Provider is required to provide following insurances within 10 days of the award of contract or prior to signing the agreement whichever is earlier:</p>

	<p>i. <i>Insurance Against: Professional Liability (Professional Indemnity).</i> <i>Cover is:</i> Full project value (as determined after completion). <i>Period of cover:</i> Until three years after completion (issuance of completion certificates and submission of close up reports) of the Project.</p> <p>ii. <i>Insurance Against: Public Liability</i> <i>Cover is:</i> Full project value (as determined after completion). <i>Period of cover:</i> Entire preconstruction period of the Project (Till site hand over to the construction Contractor).</p>
8.1	The Professional Service Provider is to commence the performance of the Services within 7 days of the date that the Contract becomes effective.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 6 months.
9.1	Copyright of all documents prepared for the project shall be vested with the Employer.
12.2.1	In the event that the parties fail to agree on a mediator, the President of the South African Institute of Civil Engineering nominates the mediator.
12.4.1	In the event that the parties fail to agree on an arbitrator, the President of the Association of Arbitrators nominates the arbitrator.
15.	The interest rate will be prime interest rate of the Employer's bank at the time the amount is due.

PART 2: DATA PROVIDED BY THE PROFESSIONAL SERVICES PROVIDER

Clause	Data
1.	<p>The Professional Services Provider is</p> <p>_____</p> <p><i>Address:</i> _____</p> <p><i>Telephone:</i> _____ <i>Fax:</i> _____ <i>Email:</i> _____</p>
5.3	<p>The authorized and designated representative of the Professional Services Provider is</p> <p>_____</p> <p>The address for receipt of communications is</p> <p><i>Address:</i> _____</p> <p><i>Telephone:</i> _____ <i>Fax:</i> _____ <i>Email:</i> _____</p>

5.5 and 7.1.2	The Key Persons and their jobs/ duties in relation to the services are (use separate pages with proper reference if necessary):	
	Name	Jobs/ duties

Signed _____

Date _____

Name _____

Capacity _____

Name of the Firm _____

PART C2: PRICING SCHEDULE

C2.1. Pricing Assumptions / Instruction

PRE-AMBLE OF THE PRICING SCHEDULE

- 1 Bidders shall calculate their prices for the various stages of 'Services' as detailed in Pricing Schedule based on Clauses 3 and 4 of ECSA Guideline (Government Gazette No 39480, 04 December 2015, Board Notice 138 of 2015.) and based on their experience and current industry prices for items not covered by the ECSA Guideline.
- 2 The municipality has calculated the engineering professional fees for 'Study' items and 'Normal Services' as shown in the 'Pricing Schedule' on an estimated direct cost of R 21 Million exclusive of VAT considering project as combination of Category D (Pipeline, hazardous substances) and Category F (Water/ Waste Treatment Works) with a fees range of 12% according to Clause 4.3, and table 4.1 of above-mentioned ECSA Guideline resulting a normal fees of 10% (Figure 4.1) of estimated direct cost amounting to R 20 959 816 excluding VAT. Bidders shall enter a discount rate for the study items of Phase I and normal services for the Phase I amounts in the discount column of the 'Pricing Schedule' against each of the relevant stages of the project. The amount for each stage shall then be calculated and entered in the Bid Sum column.

Discounts (if any) have to be offered maintaining the proportion within 5% of the municipal estimates for the study items of Phase I and normal services items of the Phase II.

All items must be priced. Any arithmetical error will be dealt with as explained in Bid Data.

Bidders must note that the Bidder offering discount and is successful, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.

- 3 The bid percentages (based on municipal estimated amount) for each stage will be used to determine an adjusted professional fee in the event of a variation in the awarded construction cost for normal services of Phase II only.

Fees payable for normal services will be finalized only once at award of construction contract and will be based on the value of the construction contract and the percentages calculated based on the 'Bid Sum' in the pricing schedule. The fees will not be re-adjusted on completion of the contract under any circumstances.

The prices shall be adjusted for inflation for each subsequent year on the anniversary date of the start of the Phase I for the remaining works and amount due for the 'Normal Services' only using the following formula only, which is guided by the 'price adjustment for inflation as explained in NEC3 Engineering and Construction Contract for Secondary Option X1.

$$PAF = 0.3 \left(\frac{Lcpi - Bcpi}{Bcpi} \right), \text{ Where}$$

PAF = Price Adjustment Factor

Lcpi = Consumer Price Index on Base Date (index for people as published in the SA statistical news release)

Bcpi = Consumer Price Index on Contract Award anniversary date (index for people as published in the SA statistical news release)

Design changes during the construction stage will be treated on merit. No additional fees will be paid if such changes are necessary due to the Bidder's negligence.

- 4 The 'Pricing Schedule' also includes provisions for various services other than normal services as described in the ECSA guidelines, Clauses 3.3 and 4.6 and scope of works. The Bidder is required to obtain accurate estimates of the sums for those services as no variation may be allowed after award except the annual price escalation adjustment as explained in item 3 above. Quotes for specialist sub-consultants that the bidder intends to use must be included in the bid to assist the evaluators in properly assessing the bids. These prices will not be expected to change at a later stage.
- 5 Expenses and costs shall be accurately determined by the bidder and included in the bid, assuming Services rendered according to Clause 3 of ECSA guidelines and scope of work as described in the bidding documents, as variations at a later stage, is quite unlikely.
- 6 Rates for Time-based services shall be entered against the relevant items in the pricing schedule for different levels of personnel. Time-based payments will only be made when Joe Gqabi District Municipality has specifically ordered the work involved in writing.
- 7 The Bidder shall fill in a discount percentage rate or a lump sum for each item where the provision is made for it. Items against which no rate or lump sum has been entered and/ or certain items of work mentioned in the scope of work but there is no specific item in the pricing schedule will not be paid for when the work has been executed, as payment for such work will be regarded as being covered by other rates or lump sums in the 'Pricing Schedule'.

The reimbursement of the items in the price schedule with Provisional Sums (Prov-Sum) will be made on actual cost basis according to the ECSA Guideline subject to prior approval of the Employer before incurring the costs. No reimbursement for these items will be made if the expenditure is made without any written prior approval from the Employer.

Bidders shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered. If a Bidder wishes to make any alteration to the 'Pricing Schedule', then it should be treated as an alternative bid.

The offered discount percentage shall be valid irrespective of any change in the quantities or adjustment of rates for any reason during the execution of the contract.

- 8 All rates and sums of money quoted in the 'Pricing Schedule' shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.

The offered fees for each item of the pricing schedule shall include all direct and indirect costs for services to be provided including taxes, levies and VAT etc. shown as detailed below but not limited only to:

- The salary and fringe benefits for all professional, technician and staff for all disciplines shown in the manning schedule must be offered including their leave, appointment, travelling and subsistence, medical etc. Similarly a schedule of rates for reimbursable and/ disbursements costs for various items relevant to the project must be provided. Lump sum items are not permitted.
- Cost of the Firms' Head office and other overheads attributable to the Program.
- All hotel, subsistence and communication expenses, and any other cost deemed by the bidder to be incurred in executing the intended services.
- All copying, printing, binding materials and computer services necessary to provide services for the Project including preparation of different reports, minutes and any other forms as will be necessary.
- Cost of all necessary logistics and supplies like - Computers and accessories, software etc. to be used by the PSP.
- Cost of intended workshops and meetings to be necessary for the purpose of services to be delivered.
- Any other cost that may be necessary for the successful completion of the intended services.

A schedule of unit rates for copying/ printing/ binding etc. as applicable for producing various project documents has to be provided with the price quotes, which rates will be used to reimburse any production beyond the meeting minutes and first 3 sets of any project related production. The unit rates will not get any price adjustment until the completion and closeout of the project.

A schedule of unit rates for travel and accommodation of the staff members of the PSP has to be provided with the price quotes. The unit rates will not get any price adjustment until the completion and closeout of the project.

The schedule of rates for professionals, technicians and staff must be given in the offer for unforeseen engagement of personnel on the project on additional works not defined in the scope of works of the Project. It is appreciable if those engagement/ works could be defined by the bidder during the preparation of the proposal and be incorporated in the scope of works as well.

- 9 Bidders should submit a monthly cash flow projection for the whole project period aligned with his implementation schedule – detailed according to the tasks and deliverables. This will be adjusted at inception with the agreed implementation schedule.
- 10 The short description of the payment items in the 'Pricing Schedule' are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the ECSA guidelines and the scope of works, in particular the references to "Normal services" and Additional/ Reimbursable Services", the general conditions of contract and the special conditions of contract for more detailed information regarding the extent of services entailed under each item.

- 11 A bid may be rejected if the discount percentage rates or lump sums for any of the items in the 'Pricing Schedule' are, in the opinion of the municipality, unreasonable or out of proportion. The Bidder will be given a period of seven (7) days after having been notified in writing by the Joe Gqabi District Municipality to adjust the discount percentage rates or lump sums for the relevant items according to the provision of this Bidding Documents.
- 12 This has to be noted that in any case, the project will not entertain any travel claim beyond the Eastern Cape Province; and for Resident Engineers no travel claim beyond project areas will be allowed unless they are attending any project relevant meeting/ workshop beyond the project areas with prior approval. It is expected that bidder will establish his project offices within or close to Project Areas no farther than the Eastern Cape Province in cases they do not have such an establishment.
- 13 This 'Pricing Schedule' forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

C2.2 PRICING SCHEDULE

NAME OF BIDDER:

.....

BID NO.: **JGDM 2021/22-004**

PROJECT NAME: **PROVISION OF SANITATION INFRASTRUCTURE FOR UGIE: PHASE 1_ DESIGN AND BUILD**

Direct Cost Estimate: R 20 959 818 (Excl. VAT)

CLOSING TIME: 12:00Hrs. DATE: Monday, the 25th Day of October 2021

OFFER IS VALID FOR 90 DAYS FROM THE CLOSING DATE (inclusive) OF THE BID.

SUMMARY OF BIDDING PRICES

Item/cla use	Services Type (Phase/ Stage)	Unit/Rate	Estimated Basic Fee	Discount (%)	Quoted/ Discounted Amount
3.2	Normal Services (Professional Civil Engineer) (Ref: ECSA Clause 3.2)				
3.2.1	Stage 1: Project Initiation: Inception	5%			R
3.2.2	Stage 2 – Concept and Viability (also termed Preliminary Design)	15%	Yes		R
3.2.3	Stage 3 – Design Development (also termed Detail Design)	25%	Yes		R
3.2.4	Stage 4 – Construction Documentation (Note: There will be no cost for procurement as this is Design & Build)	15%	No		R
3.2.5	Stage 5 – Contract Administration and Inspection	35%	No		R
3.2.6	Stage 6 – Close-Out	5%			R
Sub-total (3.2)					R
3.3	Additional Services (Ref: ECSA Clause 3.3)				
1a	Baseline Surveys including ISD	Lump Sum			R
1b	Mark-up on item 1a	%			
2a	Infrastructure condition, Surveys and Setting out	Lump Sum			R
2b	Mark-up on item 2a	%			R
3a	Investigations and Tests	Lump Sum			R
3b	Mark-up on item 3a	%			

4a	EIA, EIM/EMP and applications	Lump Sum			R
4b	Mark-up on item 4a	%			R
	Sub-total				R
3.3.2	Construction Monitoring: Level 3: Full-time Construction Monitoring	Lump Sum (Cover the project period)			R
3.3.3	Occupational Health and Safety	Lump Sum (Cover the project period)			R
	Sub-total (3.3)				R
4.6	Expenses and Costs				
4.6 (2)	Travelling or conveyance of members of the Engineer (Ref: Clause 4.6 (2) (a) & (b))			Prov. Sum	R 360 000.00
4.6 (2) € & (f)	Printing, copying and binding (Ref: Clause 4.6 (2) (e) & (f))			Prov. Sum	R 20 000.00
	Sub-Total (4.6)				R 380 000.00
5	Construction Services (Build)				
Item/cia use	Services Type (Phase/ Stage)	Unit	QUANTITY	RATE	AMOUNT
5.1	Construction Services	Lump Sum	1	R 20 959 818	R 20 959 818
5.2	Mark-up on item 5.1	%	R 20 959 818		R
	Sub-Total (5)				R
	Total Of items (3.2) + (3.3) + (4.6) + (5)				R
	15% VAT				R
	Total Bid Amount				R
Item	Description	Unit	Quantity/ Amount (R)	Rate	Remarks
6	Personnel Input (unscheduled additional services)				
6.1	Category A Person	hr	1		Rate only
6.2	Category B Person	hr	1		Rate only
6.3	Category C person	hr	1		Rate only
6.4	Category D Person	hr	1		Rate only

Signed _____

Date _____

Name _____

Capacity _____

Name of the Bidder _____

PART C3: SCOPE OF WORKS

C3.1. DESCRIPTION OF WORKS

C3.2. ENGINEERING (PROFESSIONAL SERVICE PROVIDER)Error! Reference source not found.

C3.3. PROCUREMENTError! Reference source not found.

C3.4. CONSTRUCTION**C3.4 Construction**

C3.5. MANAGEMENT

C3.1 DESCRIPTION OF WORKS

C3.1.1 Project Location

Ugie is located in the picturesque North Eastern Cape on the R56 route between Elliot and Matatiele, which links up with the N2 at Kokstad. The Ugie town is located approximately 40 km east of Elliot and 21 km south-west of Maclear. Ugie forms part of the Elundini Local Municipality, which is in turn included in the area of jurisdiction of the Joe Gqabi District Municipality (JQDM). The JQDM is also the water service authority.

The economy of the area is driven by forestry, agriculture and tourism. The challenges identified for the provision of sanitation services can be summarised as follows:

- Wastewater transportation from the various extensions of Ugie to the existing wastewater treatment facility.
- The upgrading and Provision of gravity sewer systems in the various townships of Ugie.
- The upgrading of the existing wastewater treatment facility to cater for all the townships of Ugie.

The existing wastewater treatment facility has a capacity of 0.6ML/day and serves Prentjiesberg which has an estimated sewage flow of 0.24ML/day. The overall Ugie area produces approximately 2.6ML/day of dry weather flow which is greater than the capacity of the existing treatment works. The upgrading of the treatment facility is required to meet the wastewater demand of the Ugie town and surrounding townships.

C3.1.2 EMPLOYER'S OBJECTIVES

The need to upgrade the sanitation infrastructure for Ugie town was identified as early as 2001. Ugie's formal municipal sanitation system was generally poorly developed. The residential areas have conservancy tanks which are old and are constantly overflowing. This poor sanitation infrastructure imposes a health risks to the residents of Ugie and is also not environmentally friendly. It is highly recommended that a proper waterborne sewer system be implemented in the area and the sewage be conveyed to a new wastewater treatment facility.

The main purpose of this project is as follows :

- Improve the sewer reticulation within Ugie town and surrounding townships.
- Improve the conveyance and treatment of sewer at Ugie.

C3.1.3 Existing Infrastructure

A waterborne sanitation system is provided in Prentjiesberg which is a residential area located on the south-western side of Ugie town. The system consists of a sewer network and a gravity main conveying sewerage to the wastewater treatment facility. The treatment facility is located on the south-eastern side of the Ugie town, it comprises of inlet works, aeration basin, anaerobic basin, clarifier, chlorination channel and sludge drying beds. The components' properties are further described in the following section. The capacity of the facility is 0.6ML/day.

C3.1.4 Ugie Oxidation Ponds

The Ugie town and surrounding townships is served by a conservancy tank system, the sewage is extracted from the conservancy tanks by honey sucker tankers and discharged in the Ugie oxidation pond system. The pond system is an anaerobic-aerobic system consisting of three ponds, anaerobic, primary aerobic and secondary aerobic. The capacity of the ponds is 0.45ML/day. The anaerobic pond is filled with settled sludge and no longer reacts as an organic load reduction pond and most of the tankers are dumping the sewage directly into the primary pond. The primary pond is currently operating more as an anaerobic sludge lagoon and not as a facultative oxidation pond.

C3.1.5 Prenjiesberg Wastewater Treatment Plant

The Prentjiesberg wastewater treatment plant was designed as an BNR extended aeration activated sludge process to serve the PG Bison housing units. The wastewater treatment process consists of two grit channels for grit removal. The influent enters the plant from the grit channels into two anaerobic basins. From the anaerobic basins the mixed liquor is pumped to an anoxic basin. There is a recycle stream from the anoxic basin to the

anaerobic basins. The mixed liquor is then pumped to the aeration section where aeration takes place through bubbling medium sized bubbles through the mixed liquor. There is a recycle stream from the aeration section to the anoxic basin. From the aeration section the mixed liquor is pumped to the clarifier. There is a recycle stream from the clarifier to the anaerobic basins. The sludge in the clarifier is pumped to the drying beds. The clear water flows from the clarifier to the chlorination channel where disinfection takes place. The final effluent flows from the chlorination channel into the Wildebeest River.

C3.1.6 Extent of the Works

The method of approach for the upgrade of sanitation system in Ugie is to divide the project into phases/stages due budget constraint. The current project is dealing with **Phase 1**. The following are the proposed phases:

Phase 1 (Emergency) Construction Scope: Funded

- Refurbishment of existing wastewater treatment works (0.6ml/day)
- Sewer reticulation at Ugie park and Ugie park extension
- Pump station at Ugie Park Extension
- Rising main from Ugie Park Extension to existing Prenjiesberg wastewater treatment works

Phase 2 (Remedial Work) Construction Scope: Not yet funded

- Secure a new site (approximately 1.5ha) for a new Waste Water Treatment Works (WWTW), as the existing plant cannot be upgraded, as its current location will not allow certain settlements to drain to the plant, unless there is some pumping.
- Development of the new 2.6 MI/d WWTW which will be able to service the entire Ugie town.
- Complete Environment Impact Assessment (EIA) and submit to the relevant government department for approval for the new 2.8MI/day (to be confirmed) WWTW.
- Application for the Water Use License to a relevant government department for approval
- Development of new outfall sewers and reticulation network that will properly collect sewage from Popcorn Valley, Ugie Park, Ugie Park Extension and Ugie Town.
- Fencing of the Oxidation Ponds in Ugie

Phase 3 (Long term) Construction Scope: Not funded

- Upgrade the 2.6 MI/d WWTW with 1.2MI/d further capacity to reach 3.6MI/d, in order to cater for further development of the Town.

The funding that has been secured from Municipal Infrastructure Grant (MIG) is enough to undertake phase 1 of the project. Applications for funding for the rest of the project phases are still underway.

C3.2 ENGINEERING (PROFESSIONAL SERVICE PROVIDER)

The successful PSP will be required to meet the following terms of reference (TOR) for the development of the Ugie Sanitation Infrastructure:

- Feasibility Study
- Preliminary Designs
- Detailed Designs
- Environmental Impact Assessments (EIAs) for the project
- Specialized Services (Geotechnical Studies, Surveying Services, OHS services, ISD Services, etc.)
- Construction Services
- Contract Administration and Supervision
- Project Close-out
 - o Issuing of Completion Certificates
 - o Monitoring of defects
 - o Preparation of Final BOQ/Account
 - o Issuing of Standard Operations Manuals
 - o Issuing of Operation and Maintenance Manuals
 - o Training of Operations and Maintenance Personnel
 - o Submission of OHS file
 - o Statutory Compliance Certificates (CoCs) and documents
 - o Maintenance Plan

- Transfer of information for capitalization of assets

C3.3 PROCUREMENT

C3.1.1 Preferential Procurement Procedures

C3.1.1.1 Requirements

i) Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor

This Project is identified as a combination of conventional and labour-intensive project, due to some of the aspects of the project being specialist work. Where instructed and if required by the Employer's Agent, the Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only, as defined below. The Contractor shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and / or by his Sub-Contractors, using the assistance of the local recruitment strategies that will be established for the project in consultation with the CLO, PSC and various communities that are established in proximity to the Works.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 5.5.1 of GCC 2015. The number of key personnel will strictly be controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all contract managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employment of the Contractor or his Sub-Contractors who possess special skills, and / or who play key roles within the Contractor's or his Sub-Contractor's operations.

The Employer's Agent may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employment. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Employer's Agent to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and / or Sub-Contractors to execute the Works. Provided always that the Contractor has satisfied the Employer's Agent, that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and Sub-Contractors from local sources, as contemplated above.
- (b) The unavailability within the temporary worker pool and / or from Sub-Contractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof. As well as in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract.
- (c) Any other circumstances which the Employer's Agent may deem as constituting a warrant.

ii) Provision of Temporary Workforce for the Contract

Only where instructed by the Employer's Agent shall the Contractor employ local labour from the surrounding communities, through the CLO that will be established for this purpose, except for approved key staff in the permanent employ of the Contractor. The number of local labourers employed will be to the maximum extent that is compatible with the requirements of clause 4.11 of the Conditions of Contract.

Although the Contractor shall adhere to the statutory minimum wage rates (see clause 4.3.1 of the Conditions of Contract), he is however at liberty to negotiate additional incentive payments based on performance.

The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor.

A contract of employment or Sub-Contract should be signed between the Contractor and each of his employees or Sub-Contractors, as the case may be. Likewise contracts of employment must be entered into between each such Sub-Contractor, and each of the specific Sub-Contractor's employees.

Employment and Sub-Contract agreements shall make clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company policy regarding:
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
 - Overtime
- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

iii) Training

The Contractor shall be responsible to provide normal in-service training for all local labourers that he will be employing on the Contract. The Contractor will also be responsible for the training of his own permanent employees, if it is required in terms of the updated Health and Safety Regulations. The Contractor shall allow for this training under a designated Preliminary and General Item in the Bill of Quantities.

Any accredited training of local labourers may only be conducted upon the instructions of the Employer. Once such an instruction is received in writing, the Contractor may continue with his responsibility of providing diverse accredited training to the various groups. All training courses must be approved by the Employer's Agent and the Employer before they are implemented by the Contractor. All training modules or courses must be CETA certified and trainers must be CETA accredited, and all personnel who are trained are to receive CETA certificates upon successful completion of their training.

If required by the Employer, the Contractor shall develop and facilitate initial training sessions for all parties, as well as training sessions at specified intervals to supplement the initial training. An accredited trainer shall be present at all training sessions.

C3.1.1.2 Subcontracting

C3.1.1.2.1 Scope of Mandatory Subcontract Works

Should the contract value exceed the Rand value of R 30 million, the Contractor shall sub-contract a minimum of 30% (Thirty percent) of the Works, to SMMEs as stipulated in PPPFA 2017.

C3.4 CONSTRUCTION

C3.4.1 Works Specifications

C3.4.1.1 Applicable SANS 2001 Standards

C3.5 MANAGEMENT

C3.5.1 Management of the Works

C3.5.1.1 Applicable SANS 1921 Standards

The following SANS 1921 standards will apply:

- | | | |
|--------------------|--------|---------------------------------------------------------|
| • SANS 1921-1:2004 | Part 1 | General Engineering and Construction Works |
| • SANS 1921-5:2004 | Part 5 | Earthworks Activities which are to be Performed by Hand |
| • SANS 1921-6:2004 | Part 6 | HIV/AIDS Awareness |

C3.5.1.2 Particular Specifications

- | | |
|--------|---------------------------------------------|
| • PSPG | HIGH SECURITY FENCES AND GATE FENCING |
| • PSER | REVEGETATION |
| • PES | PARTICULAR ENVIRONMENTAL SPECIFICATIONS |
| • POS | PARTICULAR HEALTH AND SAFETY SPECIFICATIONS |

C3.5.1.3 Construction Programme

The Contractor shall submit a detailed programme within 14 days of the acceptance of the tender as stipulated in the General Condition of Contract 2015. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, the critical path, the proposed rate of progress and a linked cash flow forecast.

The Contract time span shall include all Saturdays, Sundays, non-working days (public holidays, etc.) as well as an allowance as per Clause 5.12.2 for expected inclement weather and consequential delays during normal working days. The programme shall be agreed between the Employer, Employer's Agent and the Contractor prior to the implementation of the construction of the Works.

Extension of the Contract Period due to inclement weather will only be considered when the number of agreed lost days exceeds the allowance.

Extension of time granted shall not automatically result in an overall extension of time unless the effect is clearly applicable to the critical path of the agreed Construction programme activities.

C3.5.1.4 Procedure for the Construction of the Works

The following procedure shall be followed for the construction of the Works and provision must be made in the construction programme to accommodate this:

- The proposed works setting out information shall be used to set out the Works.
- The Contractor shall locate and expose by hand all existing services that intersect or adjoin the new structures and pipe lines.
- As soon as all the existing services have been exposed, the Employer's Agent shall walk the site with the Contractor to inspect the existing services for clashes and finalise the positions of all the new structures and new services.
- The Contractor shall establish the co-ordinates, the existing ground profile and levels of the existing services and submit the information to the Employer's Agent for the final positioning.
- The Employer's Agent shall issue the final setting out information to the Contractor within 48 hours after submission of data.

- The Contractor shall stay at least one week ahead of construction with the setting out as claims for delays will not be entertained.

The costs for the above method of construction shall be included in the rates for the construction of the Works.

C3.5.1.5 Sequence of The Works

In order to complete the contract timeously, it is proposed that some of the activities listed in clause C 3.1.11.1 above, be undertaken concurrently. All areas of the proposed construction Site will be available to the Contractor from the start of the contract. Construction activities must however be undertaken according to the approved programme and disruption of traffic and usual activities on the Site must be kept to a minimum.

The Contractor must note that a maximum of 400m of sewer / rising main may be completed without successful testing of the preceding section of sewer.

C3.5.1.6 Method Statement

The Contractor is required to produce method statements for all construction activities.

The Contractor's attention is drawn to the requirement for Method Statements for various activities as detailed in the Construction Environmental Management Plan (CEMP) and included in this document under Part C3.4.1.4 Particular Specifications : PES on page 308.

Environmental method statements must be submitted to the Environmental Control Officer (ECO) for approval and copied to the Employer's Agent.

The Employer's Agent must approve all method statements regarding construction activities.

C3.5.1.7 Quality Plans and Control

The Contractor must submit his Quality Plan indicating Hold, Verify, Monitor and Witness points to the Employer's Agent for approval. The Contractor must comply with all aspects of their approved Quality Control Plan, before requesting the Employer's Agent's approval.

The Employer's Agent's Representative, and the Site Agent will be responsible for the quality control on site.

In the case of high risk construction activities, the Contractor must submit a method statement to the Employer's Agent, for his approval. The Contractor will only be allowed to continue with this activity after receiving the Employer's Agent's approval. Standard construction methods will not require method statement.

The Contractor must undertake any test required by the Employer's Agent in terms of the Contract, and must submit all the test results to the Employer's Agent for approval.

The onus to produce Work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings, rests with the Contractor. The Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers / technicians, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of Work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Employer's Agent for examination, the Contractor shall furnish the Employer's Agent with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Employer's Agent will not examine or inspect any portion of work submitted for approval unless the request for

inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

Any approval by Employer's Agent of any material, any plant and its operation, any construction procedure, or any section of the finished work, does not imply any relaxation of the requirements governing the quality of the materials or of the finished work. Thus the approval does not relieve the Contractor of his obligations and responsibilities under the Contract. (Refer to clause 2.6 of the SANS 1200 A Specification)

C3.5.1.8 Environmental

The Contractor shall comply with the Environmental Management Plan in Part C3.4.1.4 Particular Specifications: PES on page 308.

The Environmental Control Officer shall liaise directly with the Contractor on general environmental matters, but shall be required to channel environmental matters affecting the construction works through the Employer's Agent or the Employer's Agent's Representative.

C3.5.1.9 Accommodation of Traffic on Public Roads Occupied by the Contractor

The Contractor must ensure public safety measures are applied when crossing roads or excavating adjacent to roads. Half width road crossings shall be utilised to ensure permanent public access during construction.

C3.5.1.10 Testing Principles

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his Works, the Employer's Agent will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Employer's Agent with the results of his check testing indicating that the work is to specification.

Failure by the Contractor to notify the Employer's Agent or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

The Employer's Agent will be under no obligation to the Contractor to perform the tests. If the Employer's Agent elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests, which the Employer's Agent may call for or perform in terms of the specification.

Acceptance testing shall be done by a laboratory selected by the Employer's Agent. The Employer's Agent requires twenty four hours' notice from the Contractor in order to perform the relevant acceptance test. All acceptance testing by the Employer's Agent shall be paid by the Contractor.

The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified. This payment shall consist of the billed amount plus the tendered mark-up.

A Provisional Sum has been provided in Section 1 of the Bills of Quantities to allow for the cost of such testing. The Contractor shall make due allowances for testing procedures in his construction programme.

C3.5.1.11 Completion

The Certificate of Completion shall only be issued upon the submission of all the as-built information and operating instructions as necessary.

C3.5.1.12 Commissioning and correction of defects

The commissioning of the Scope of Works is subject to all physical and visual inspection tests being passed.

C3.5.1.13 Recording of Weather

The Contractor shall provide a rain gauge and two maximum / minimum thermometers. He shall erect them according to the requirements of the weather bureau. The Contractor shall keep a record of the daily rainfall and maximum / minimum temperatures and supply the data to the Employer's Agent on a daily basis.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds, extremes of temperature and any consequential delays as a result thereof.

However abnormal climatic conditions shall be deemed to exist, in the event that delays occur on the critical path of the Programme due to the above causes exceeding the number of allowed working days as given in the Contract Specific Data. Thus an extension of time shall be granted for each day or half-day delay in excess of the defined normal conditions.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Employer's Agent, and the Contractor shall at his own expense, take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorised persons.

C3.5.1.14 Format of Communications

All instructions or requests need to be confirmed in writing through:

- Site instructions
- Requests for inspections
- Refer to Occupational Health and Safety and CEMP requirements respectively.

C3.5.1.15 Key Personnel

The Contractor and Employer's Agent must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Employer's Agent, Employer and Contractor.

C3.5.1.16 Management Meetings

The following formal project meetings will be held on Site, at the office provided by the Contractor for meetings, between the representatives of the Employer, Employer's Agent, Employer's Agent's Representative, the Contractor and relevant Stakeholders:

- Technical meetings (every four weeks – alternating fortnightly with Site meeting)
- Site meetings (every four weeks – alternating fortnightly with Technical meetings)

The representatives must have the necessary delegated authority in respect of aspects such as planning, change management and health and safety. The Contractor shall allow for regular on-site project co-ordination meetings in their programme. It will be required that the Contracts Manager and Site Agent attend all project meetings.

The cost of the requirements above shall be included in rates for Time Related Items.

C3.5.1.17 Forms for Contract Administration

The Employer's Agent's Representative has an ER Manual on site which contains pro-forma documents for recording test results, claims and administrative issues.

C3.5.1.18 Electronic Payments

Payment Certificates will be processed electronically by the Employer.

C3.5.1.19 Daily Records

The Contractor and the Employer's Agent's Representative must keep daily records of resources (people and equipment employed) and daily site diaries to record work performed on the Site.

The Contractor must provide (on a daily basis) a signed copy of the previous day's resources record and site diary inscription to the Employer's Agent's Representative. The notes captured by both parties must be similar, if not issues must be discussed and resolved.

C3.5.1.20 Bonds And Guarantees

Bonds and guarantees are to be submitted to the Employer's Agent from whom they can be collected when they are released in accordance with the Contract.

C3.5.1.21 Payment Certificates

Measurements for interim and final certificates must be agreed with the Employer's Agent's Representative, prior to the Contractor issuing a VAT invoice.

The Payment Certificates should comprise the following: a cover letter, invoice, Bill of Quantities and a summary page. Quantities must be agreed by site staff, and then submitted to the Employer's Agent for payment.

The Employer's Agent's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Employer's Agent. The cost of duplicating and delivering copies of the certificate to the Contractor, the Employer's Agent and the Employer shall be borne by the Contractor. The Employer's Agent and the Employer shall require three (3) sets of A4 - sized paper copies in total.

Before any payment for materials on site is certified by the Employer's Agent, the Contractor shall submit to the Employer's Agent for approval sessions from each of the Contractor's suppliers vesting ownership of materials delivered for use on the Site or any authorised extended site to the Contractor.

Furthermore, in order to claim payment for Materials on Site (MOS), the Contractor must provide the Employer's Agent with proof that the aforesaid materials have been paid in full by the Contractor, and have been delivered and stored on site.

The Contractor must submit EPWP forms with the Site Progress Report, which must be submitted on a monthly basis.

C3.5.1.22 Supporting Documents (refer to Sub-Clause 6.6.4 of GCC)

The Contractor shall produce all invoices, vouchers and receipts in respect of payments made by him in connection with provisional or prime cost items when he requires payment for these items

C3.5.1.23 Proof of Compliance with the Law

The Contractor shall, in the performance of the Contract, comply with all applicable laws, regulations, statutory provisions and agreements, and shall in particular, on the request of the Employer's Agent, provide proof that he has complied therewith with regard to amongst others:

- a. Wages and conditions of work
- b. Health and Safety

C3.5.1.24 Insurance Provided by the Employer

No Insurance will be provided by the Employer

C3.5.1.25 Certificate of Service

The Contractor shall provide each employee (local labourer) with a certificate of service upon the termination of employment.

C3.5.1.26 Limitations on the Use of Mechanical Plant

This is a labour intensive Contract. Whenever possible, the use of labour intensive methods must be given priority and must be maximized.

C3.5.1.27 Sub-Letting of the Works

The Contractor may not sub-let more than 25 % of the value of the Works to any other enterprise that does not have a CIDB Contractor grading designation equal or higher than the Contractor concerned, unless the contract is sub-let to an EME that has the capacity and ability to execute the sub-contract.

Furthermore, the Contractor may not sub-let more than 25 % of the value of the Works to any other enterprise that does not have an equal or higher B-BBEE status level than the Contractor concerned, unless the contract is sub-let to an EME that has the capacity and ability to execute the sub-contract.

C3.5.2 Safety on Site

Occupational, Health and Safety **Act 85 of 1993** as amended by the Occupational Health and Safety Amendment **Act 181 of 1993**.

Contractors must comply with the provisions of the above-mentioned Act and other applicable legislation. Particular attention must be paid to Section 16 of the Act, and the Health and Safety agreement between the Employer and the Contractor Part C3.6.1 on page **Error! Bookmark not defined..**

C3.5.2.1 Appointment of Responsible Person

The Contractor shall ensure that work be carried out under the general supervision of a Responsible Person appointed by the Contractor in writing, in accordance with the provisions of the Regulations made in terms of the Occupational, Health and Safety Act 85 of 1993 as amended by the Occupational, Health and Safety Amendment Act 181 of 1993.

A copy of the letter of appointment and of the appointee's written acceptance thereof shall be lodged with the Employer's Agent BEFORE any Work on Site shall commence.

In addition the Contractor shall provide the Employer's Agent with the name or names of any Health and Safety Representatives appointed in terms of Section 17 of the above-mentioned Act, who has been given the responsibility to ensure that the Site or Sites do not fail the stipulated terms of the Contract.

Whenever the appointed Responsible Person is replaced by another person, the replacement must be appointed and a copy of the appointment submitted to the Employer's Agent.

C3.5.2.2 Permits

It shall be the Contractor's responsibility to acquire permits for hazardous work done and if required by legislation.

C3.5.2.3 Reporting of Accidents

In addition to any statutory obligations the Contractor shall report to the Employer's Agent, on the prescribed forms, all accidents within 24 hours of their occurrence whether such accidents are in respect of damage to the Works or to persons, property or things.

The Employer's Agent shall have the right to make all and any enquiries, either on the Site of the Works or elsewhere, as to the cause and results of such accidents, and the Contractor shall give the Employer's Agent full facilities for carrying out such enquiries.

C3.5.2.4 Requirements and Procedures

The Tenderer must take note of the following conditions:

The successful Tenderer will be required to perform the work in accordance with the Act and Regulations, and to sign an undertaking in this respect.

The detailed Health and Safety Plan submitted for approval must identify, as far as is practically possible, the hazards that the Contractor will be expected to contend with.

The Site will not be handed over to the Contractor until either proof of the Contractor's good standing with the Compensation Commissioner, or proof of valid Employers Common Law Liability insurance, has been provided. Where the validity of the letter of good standing (or insurance policy) expires during the contract period, the Contractor will be required to submit new and valid documentation in this regard. Should the Contractor fail to submit renewed documentation, the work will be stopped.

The Health and Safety Officer appointed by the Employer shall liaise directly with the Contractor and JGDM Occupation, Health and Safety Officer on safety matters, but shall be required to channel safety matters affecting the construction works through the Employer's Agent or the Employer's Agent's Representative.

The Contractor shall take special care during construction activities, of the following:

- Flooding of trenches or excavations
- Possibility of collapsing excavations in sandy soils
- Protection of deep excavations and adjacent structures
- Protection of existing services; especially live electrical cables
- Utilisation of plant and vehicles
- Accommodation of traffic and pedestrians
- Storage and stacking of materials
- Good housekeeping and site tidiness
- Provision of welfare facilities
- Dust control
- Erection of structural steel canopies and buildings

The Contractor's safety plan is to be approved and the Contractor's safety officer is to be appointed prior to the commencement of any construction activities.

C3.5.2.5 Protection of the Public

The Contractor must erect signage and hoarding to ensure the safety of the public / operation staff, in addition to providing safe access to operational facilities at all times all in compliance with the OHS Act.

C3.5.2.6 Barricades and Lighting

With regard to watching, barricading and lighting the Site, the Contractor is fully responsible for the safety of the Site and shall comply fully with the provisions of the relevant Acts.

Provision shall be made for the safety of the public and the Contractor's employees. The onus is solely on the Contractor to provide adequate watching, barricading and lighting at excavations by day and by night in, accordance with the relevant Acts and Specifications. No claims in this regard will be considered by the Employer.

C3.5.2.7 Occupational Injuries and Diseases Insurance

The Contractor shall insure his employees against accidents, in terms of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993). This Act is in force in the Republic and the Contractor must furnish a certificate to the effect before commencing any work whatsoever.

C3.5.2.8 Health and Safety Plan

The Contractor shall conform to the Health and Safety Specifications from the Employer appended to this document under Part C3.7.2 (page **Error! Bookmark not defined.**) and the Project Health and Safety Agent appended in part C3.7.4 (page **Error! Bookmark not defined.**).

The Health and Safety Officer appointed shall liaise with the Contractor on safety matters but shall be required to channel safety matters affecting the construction works through the Employer's Agent or the Employer's Agent's Representative.

C3.5.3 Community Liaison and Community Relations in this Project

The Contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC), which has been elected by the ISD Consultant (Social Facilitator), appointed by the Employer. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the Contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site), besides the PSC meetings attended by the full PSC. The Contractor must include in his rates the costs of the

three PSC members attending an average of one meeting each month (R300.00 per person per meeting sitting).

The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The Contractor will provide office and necessary tools of trade for the CLO to be able to perform his or her duties. The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the Contractor. Remuneration of the CLO is R5500.00 per month for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the responsibilities / duties he / she is given will be replaced following the procedures as stipulated in his or her contract with the Contractor.

The Terms of reference for the CLO shall be provided by the ISD Consultant and are included in the Contract.

C3.5.4 Community Liaison Officer (CLO)

C3.5.4.1 Appointment of CLO

C3.5.4.2 Community Participation

The Contractor shall make allowance for the employment of a CLO in accordance with the following terms of reference.

C3.5.4.3 Terms of Reference of the CLO :

- a) The CLO will be responsible to the Project Steering Committee (PSC), who will be involved in the appointment of the CLO. The CLO should be a person with a good standing and respect in the local community; and would be selected according to the set criteria by the interviewing panel consisting of Local Municipality, ISD Consultant, PSC, Ward Councillor and selected local leadership.
- b) The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The period will include times where small works are busy in the area. The period will end when no further Work is required.
- c) The Contractor will provide office space and necessary tools of trade for the CLO to carry out his / her duties.
- d) Remuneration for the CLO will be R5500.00 per month for the period of employment (allowance for payment has been made under P&G Section of the Bill of Quantities). The unit for measurement shall be months, i.e. the amount of months required for the Construction Period, which is equivalent to the CLO employment term.
- e) A CLO who fails in his / her responsibilities may be replaced in consultation with the PSC and ISD consultant.
- f) The CLO will liaise with the following people in performing his / her activities:
- g) **Contractor:**
 - Organise and assist the Contractor in explaining to all local labourers (workers) the labour-based construction model.
 - Ensure local labourers understand their task and the principles behind task work.
 - Ensure local labourers are informed of their conditions of temporal employment.
 - Keep written record of interviews and community liaison, which should be summarised and included in the monthly progress reports.
 - Collect monthly welfare reports and submit to social facilitators.
 - Ensure that Contractor's local labourers are paid what is due to them and in time.
 - Assist in the recruitment of local labour.
 - Promote and maintain sound relations with community stakeholders and other role players.
 - Screen the supplied local labour by the community, through the Project Steering Committee, to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.

- Inform local labour about their conditions of temporary employment, to ensure their timeous availability and inform them timeously when they would be relieved, where the rotation of labour is applicable.
- Keep the labour register of local labourers and manage records of the project's local labourers, and be able to provide reports on employment statistics.
- Consult on all decisions regarding local problems and any matters of importance that, in any way will be of relevance to the Contract.
- To be on site on a daily basis.
- To register concerns / perceptions and raise them in the PSC meetings.
- Attend all site meetings and briefing for work procedures.
- Attend site and PSC meetings to present monthly report on the local community labour involvement and site matters.
- Identify possible labour disputes and any disciplinary matters and advise the Site Agent / Foreman. Assist in the resolution and where necessary call for the assistance of the Social Consultant for the resolution of the conflicts.
- Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- Assist the Contractor in preparing records of project employees. Assist the Contractor in making task measurements and the records thereof.
- Monitor the production of individual task workers and arrange replacement of those workers who fail to produce a reasonable task output.
- Communicate daily with the Contractor to determine additional labour requirements with regard to numbers and skills and pass this on to the PSC.
- Attend weekly meetings with the Contractor and make a weekly written report which shall be a prerequisite to being paid.

h) **Social Facilitators:**

- Assist in convening of workshops.
- Disseminate information to PSC members.
- Articulate implementing agency policies to PSC members.
- Communicate local labour requirements.
- Attend induction training programmes for workers and induct local labourers.
- Submit monthly welfare reports to the Social Facilitators PSC.
- Communicate local labour and skills requirements to the PSC.
- Assist in the recruitment and engagement of workforce.
- Verify local labour records and ensure all engaged qualify as per the Contract requirements.
- Investigate and report all labour dispute matters to the PSC, advise Site Agent on resolution.

MBD 2

TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Alternatively a tax compliance verification pin must accompany a copy of a Tax Clearance Certificate.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**COMPULSORY ENTERPRISE QUESTIONNAIRE
(ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE)**

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income Tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held

*insert separate page if necessary

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

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

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

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Name

Enterprise Name

*insert separate page if necessary

TENDERERS FINANCIAL STANDING AND CONFIRMATION OF COMPANY BANK DETAILS *(an original letter for financial bank rating code stamped by your bank is to be attached to this form.)*

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:

Company Registration Number:

VAT Number:

Professional Registration Details:

Professional Indemnity Details:

COMPANY BANK DETAILS

Bank Name

Branch

Account Type

Bank Account Number

Contact Person

Tel No.

Fax No.

Address

BIDDER'S REPRESENTATIVE:

Signature of bidder's representative

Date.....

AFFIX COMPANY STAMP HERE

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required, the ownership must accumulate to 100%.

NAME AND SURNAME	IDENTITY NUMBER	CITIZENSHIP	DATE OF OWNERSHIP	% OWNED	VOTING %

ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE THE FOLLOWING MBD 4 FORM

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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:

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

(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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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;
 - (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

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- ## **2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

- | | |
|------------------------------------------------------|------|
| a) Fabricated structural steel | 100% |
| b) Fasteners | 100% |
| c) Plates (>4.5mm thick and supplied in flat pieces) | 100% |
| d) Sheets (<4.5mm thick and supplied in coils) | 100% |
| e) Sections (channels; angles, I-beams and H-beams) | 100% |

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the Does Is the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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.

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

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

ANNEXURE A

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

ATTACH REFERENCE LETTERS

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

**ANNEXURE B
PAST EXPERIENCE**

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

ATTACH REFERENCE LETTERS

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR JGDM			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE C
COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:.....

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE D
JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with JGDM must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name:
- b) Postal address:

- c) Physical address:

- d) Telephone:
- e) Fax:

2. **IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

2.1(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2 (a) Name of Firm:

Postal Address:.....

Physical Address:

Telephone:

Fax:.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) ***Affirmable Joint Venture Partner ownership***
 percentage(s)%

b) ***Non-Affirmable Joint Venture Partner ownership***
 percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

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.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE PARTNERS	JOINT VENTURE	PARTNER NAME
a)			
b)			
c)			
d)			
e)			

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		

e)		
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7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

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.....

(c) Signing, co-signing and/or collateralising of loans

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.....

(d) Acquisition of lines of credit

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- (e) Acquisition of performance bonds

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.....

- (f) Negotiating and signing labour agreements

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.....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- (a) Identify the “managing partner”, if any,

.....

.....

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.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

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- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

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The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature:

Duly authorised to sign on behalf of:.....

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to sign on behalf of:.....

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:

Duly authorised to sign on behalf of:

Name:

Address:

Telephone:

Date:

(Continue as necessary)

ANNEXURE E COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)	DISABILITY	FEMALE	DATE OF OWNERSHIP	O % O W N E D	V O T I N G %

ANNEXURE F

BID CHECK LIST

All JGDM Individuals bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

- (a) All pages of the bid document have been read by the bidder.
- (b) All pages requiring information have been completed in black ink.
- (c) The Schedule of Quantities has been checked for arithmetic correctness.
- (d) Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
- (e) The total from the summary page has been carried forward to the Bid Form.
- (f) Surety details have been included in the bid.
- (g) All sections requiring information have been completed.
- (h) The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
- (i) The bid document is submitted before 12h00 on the due date at the designated bid box of the JGDM.

DECLARATION BY BIDDERS

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this quotation form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our quotation and that I / we elect domicilium citandi et executandi in the Republic at:

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		
WITNESS 1	WITNESS 2	