



TSWAING LOCAL MUNICIPALITY

TENDER NUMBER: SCM 006/2021/22

**INVITATION FOR PROFESSIONAL SERVICE PROVIDERS IN
ARCHITECTURE, CIVIL & STRUCTURAL ENGINEERING,
ELECTRICAL & MECHANICAL ENGINEERING, QUANTITY SURVEY,
ENVIRONMENTAL MANAGEMENT, HEALTH & SAFETY, WASTE
MANAGEMENT, TOWN PLANNING AND WATER SERVICES TO
SUBMIT PROPOSALS TO BE INCLUDED IN THE PREFERRED LIST
ON PANEL FOR MIG, INEP, AND COUNCIL CAPITAL PROJECTS FOR
A PERIOD OF THIRTY SIX (36) MONTHS**

**TENDER DOCUMENT
MAY 2022**

ISSUED BY:

The Acting Municipal Manager
P. O. Box 24
DELAREYVILLE
2770

Tel : (053) 948 0900
Fax : (053) 948 1500

Name of Tenderer: _____

CSD MAAA No.: _____

USB SUBMITTED	YES		NO	
TO BE FILLED BY THE CLIENT				

**CLOSING DATE: TUESDAY, 14th JUNE 2022
CLOSING TIME: 12H00 MIDDAY**

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 006/2021/22

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

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THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
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- C1.3 Professional Indemnity

Contractor

Witness 1

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Employer

Witness 1

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T1.1 TENDER NOTICE AND INVITATION TO TENDER



TSWAING LOCAL MUNICIPALITY REQUEST FOR PROPOSALS

Tender NO. SCM 006/2021/22 – Appointment of Professional Service Providers (Consultants)

TENDER NO. SCM 006/2021/22 Invitation for Professional Services Providers in the Fields: Architecture, Environmental Management, Health & Safety, Water, Sanitation, Waste Management – Landfill Sites, Roads & Storm-Water Drainage, Structural & Quantity Survey, Town Planning, Green drop compliance, Blue Drop Compliance and Electrical/Mechanical to submit proposals to be included in the preferred service provider list for MIG, INEP and Council Capital Projects for a period of 36 months

Tenders are hereby requested from suitably qualified experienced Professional Service Providers (Consulting Engineering + Project Management) for the Design, Compilation of Contract Document as well as Project Management of Municipal Capital Projects.

No Compulsory Briefing:

Tender will also be advertised on E- Tender Portal and tender document can be downloaded at own cost from **Wednesday, 25 May 2022 midday**. Documents can also be requested from TLM via email at **scm@tswaing.gov.za** and copy of request send to **pmucontracts@aol.com** before **Friday 10th June 2022**.

Submission of Proposals

By Hand: Tender documents with supporting documents must be sealed and externally endorsed with the **Tender Number & Description** with **return address** must be placed in a Tender box of the Tswaing Local Municipality, Municipal Building, Cnr Delarey and Government Streets, Delareyville, 2770. **By Post:** P.O Box 24, Delareyville, 2770 documents must be post in sufficient time for it to be placed in the Tender Box before closing time **12h00am, Tuesday, 14th June 2022**.
Opening of tenders: No tender opening; tenders received will be issued on request.

Tenderers are requested to read and take note of the “returnable documents and schedules on the Tender document. All companies must be registered on the CSD in compliance with Circular 81 of the MFMA. For Functionality the service provider must score **70/100**.

Enquiries

For Technical Enquiries Contact, **Mrs G. Moipolai**, Manager: Project Management Unit at **053 948 2787** during working hours and via email at **pmu@tswaing.gov.za / pmucontracts@aol.com**. For Tendering Procedures Contact, Mr. T.J. Melken, Acting Supply Chain Manager at **053 948 1943** during working hours and via email at **scm@tswaing.gov.za**.

(Duly signed)

Adv. LC. Lobakeng
Acting Municipal Manager

T1.2 TENDER DATA

Clause No.	
F.1.1	The Employer is: Tswaing Local Municipality P O Box 24 Delareyville 2770
F.1.2	The tender document's contents are as follows: Part T1: Tendering Procedures T1.1 Tender Notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F1.3	Interpretation 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 tender conditions.	
F.1.4	The Employer's Representative is:	Ms G. Moipolai PMU Manager Tel: 053 948 2787
	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenderers, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. In the event that no correspondence or communication is received from the TLM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.	
F.1.5.1	Reject or Accept The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.	
F.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: Only those Tenderers who at least have one Director holding a relevant qualification in their field of practise are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> Every member of the Joint Venture must at least have a relevant qualification in their field of practise. Prospective Tenderers must comply with Circular 81 of MFMA (Registration and Compliance with the CSD) Failure to submit a signed Joint Venture Agreement for Tenderers intending to Tender as Joint Venture Partners and any form of MISREPRESENTATION of facts of the company, tenderer will be disqualified.	
F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.	
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	
F.2.4	Confidentiality and copyright 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.	

Tenderer

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Employer

Witness 1

Witness 2

F.2.5	<p>Reference documents</p> <p>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.</p>
F.2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>
F.2.7	<p>Clarification meeting</p> <p>No Compulsory clarification or briefing session is arranged.</p>
F.2.8	<p>Seek clarification</p> <p>Questions or queries must be submitted to the PMU at least five (5) working days before the stipulated closing date and time of the tender. However, TLM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer</p>
F.2.10	<p>Pricing the tender</p> <p>There is no pricing required for this tender (Functionality tender).</p>
F.2.11	<p>Alterations to documents</p> <p>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 sign next to all such alterations. Erasures and the use of masking fluid are prohibited.</p>
F.2.12	<p>Alternative tender offers</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
F.2.13	<p>Submitting a tender offer</p> <p>No late, faxed, emailed or other form of tender will be accepted. Completed tenders with attached documents, if any, must be submitted in Black ink in a sealed envelope and clearly marked "SCM 006/2021/22: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)" must be placed in Tender Box at Municipal Offices, Tswaing Local Municipality Cnr General Delarey and Government Streets, Delareyville, 2770 and THE RETURN ADDRESS AT THE BACK OF THE ENVELOPE.</p> <p>Tenderers accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.</p> <p>All tenders received by the Tswaing Local Municipality before the closing date and time will remain in the Municipality's possession until after the stipulated closing date and time.</p>

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.14	<p>Information and data to be completed in all respects</p> <p>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. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document “FORM C Authority of Signatory.”</p>
F.2.15	<p>Closing date: Tuesday, 14th June 2022</p> <p>Closing Time: 12h00 midday; NO LATE TENDERS WILL BE ACCEPTED</p>
F.2.16	<p>Tender offer validity</p> <p>The Tender offer validity period is 90 Days.</p>
F.2.18	<p>Provide other material</p> <p>1. Proposed Key Personnel</p> <p>The tenderer shall indicate</p> <ol style="list-style-type: none"> I. All staff positions/titles proposed for the team and the relationship between them, II. Names of key professional personnel, and III. Parent firm abbreviation and in brackets (for JVs) after each professional person. <p>The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment.</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Professional Staff named on the organizational chart and working on full time basis for the Tenderer.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> o Name, Age, parent firm, position in the parent firm and within the organization of this assignment. o Educational qualifications. o Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. o Summary of experience. o Language proficiency, and o References (company name, individual name, position held, contact details). <p>Much importance will be placed on the experience of the staff proposed. The Tenderer must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenderers' proposal and/ or Agreement entered into by the Client for the execution of the services.</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>2. Joint Venture arrangements,</p> <p>Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years. Provide short precise report on 3 completed projects with client – specific evidential information (PREFERABLY REFERENCE LETTERS, BUT COMPLETION CERTIFICATES AND APPOINTMENT LETTERS WILL ALSO BE ACCEPTABLE: NOTE THIS WILL BE VERIFIED FOR AUTHENTICITY) Please fill in the exact required information, failing which your Tender will be rendered non-responsive.</p> <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in design, project development, and project management of related projects. The tenderer is required to submit with his tender: non-Submission of the following documents will result in automatic disqualification:</p> <ol style="list-style-type: none"> 1. a Tax Compliance Status PIN Certificate issued by the South African Revenue Services. 2. a copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. 3. a certified copy of directors' identity documents. 4. A scanned copy of the tender including attachments in/on a USB (electronic), failure to submit the USB will invalidate your tender and shall not be considered. 5. a certified proof of valid professional Indemnity Insurance Cover (R1 000 000 minimum) or original letter of intent from the insurer. In case of a Joint Venture, both companies must submit such or a consolidated original letter of intent. 6. In case of Joint Venture – signed and initialled Joint Venture Agreement must be submitted. 7. copy of valid Certificate of Good Standing with Compensation Commissioner or FEMA. 8. Proof of qualifications (certified) of key personnel and appropriate professional registration with relevant Professional /statutory Council, Body and Association i.e., ECSA, SACPCMP, CESA, SATABCO, PMSA etc. PLEASE SUBMIT ONLY FOR KEY PERSONNEL AS ADDITIONAL SUBMISSION WILL NOT BE CONSIDERED FOR POINTS OTHER THAN WHAT IS REQUESTED.
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<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
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F.3.4	<p>Opening of tender submissions</p> <p>Tenders will not be opened in public, but submission/opening list will be published for public information and can be requested from the supply chain through email scm@tswaing.gov.za and alternatively pmucontracts@aol.com.</p>
F.3.6	<p>Non-disclosure</p> <p>After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the TLM.</p>
F.3.11	<p>Evaluation of tender offers</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the TLM and the Preferential Procurement Regulations of 2017.</p> <p>If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants REJECTION OF THE TENDER, for example:</u></p> <ul style="list-style-type: none"> ▪ Non-submission of SARS Tax pin document. ▪ Non-submission of company registration certificates. ▪ Non-submission of the offer in the prescribed format ▪ Submission of mixed up tender or incomplete pages of the tender. ▪ Failure to fully complete, sign and initial the document. ▪ Scratching out without initialling next to the amended information. ▪ Writing over / painting out information / the use of tippex or any erasable ink, e.g., pencil. ▪ Non-submission of the scanned offer on/in USB, tender will be disqualified immediately. ▪ No authority for signatory and declaration of interest submitted on the tenderers letter head. ▪ Noncompliance with Tender requirements and/or specifications. ▪ Tenderer attempts to influence or has influenced the evaluation or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time. ▪ If any municipal rates and taxes or municipal service charges are owed by the Tenderer or any of its directors, are in arrears for more than three months. ▪ Failure in the last five years to perform satisfactorily on a previous contract with any municipality or any other organ of state after written notice was given that performance was unsatisfactory. ▪ If the tenderer or any of directors is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. ▪ Failure to attach a copy of a valid Joint Venture/ Consortium agreement (if applicable). ▪ Failure to submit certified copies of professional registration certificates and qualifications. ▪ Failure to provide professional indemnity insurance or letter of intent. ▪ Failure to initial each page of the tender document and attachments. ▪ Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>1. Size of enterprise and current workload Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Previous and expected current annual turnover. ▪ Current contractual obligations. ▪ Capacity to execute the contract. <p>2. Staffing profile Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Staff available for this contract being Tendered for ▪ Qualifications, registration and experience of key staff to be utilised on this contract. <p>3. Previous experience Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> ▪ Experience in the relevant technical field. ▪ Experience of contracts of similar size. ▪ Some or all the references will be contacted to obtain their input. <p>5. Good standing with SA Revenue Services Determine whether SARS PIN Certificate has been submitted.</p> <ul style="list-style-type: none"> ▪ The Tenderer <u>must affix a valid Tax Pin Certificate</u> to the submission (recent CSD full report will be used to confirm the validity of the tenderer's tax matters). <p>6. Penalties Tswaing Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender. ▪ Restrict the firm, its shareholders and directors on obtaining any business from the Tswaing Local Municipality for a period of Ten (10) years.
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<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

	<p>7. Tender evaluation points</p> <p>Tender evaluation points will be allocated as per the Supply Chain Management policy and the preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following:</p> <p>Preference points for this Tender shall be awarded for:</p> <ul style="list-style-type: none"> (a) Price; and (b) B-BBEE Status Level of Contribution. Obligated <table border="1" data-bbox="576 524 1321 689"> <tr> <th></th><th>POINTS</th></tr> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr> </table> <p>Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of Tswaing Local Municipality.</p>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20
	POINTS						
PRICE	80						
B-BBEE STATUS LEVEL OF CONTRIBUTION	20						
F.3.11.5	<p>The procedure for the evaluation of responsive tenders is Quality and Preferences</p> <ul style="list-style-type: none"> a) Score each tender in respect of the company track record and experience in years. b) Score each tender in respect of human workforce professional registrations, track record, with necessary experience and expertise to successfully comply with the requirements of the tender. c) Score each tender in respect of the methodology and approach elaborating on quality management systems. <p>Offers that fail to score the minimum number of points for quality stated will be disqualified and not considered further, and therefore:</p> <ul style="list-style-type: none"> a) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data: <p style="text-align: center;">$T_{EV} = N_{FO} + N_P + N_Q$</p> <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer (<i>in this case it is zero (0)</i>).</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered.</p> <ul style="list-style-type: none"> b) Rank tenderers from the highest number of tender evaluation points to the lowest. c) Recommend the tenderers with the highest number of tender evaluation points for the award to be included on the TLM Panel of Professional Service Providers for a period of three (3) years whom will be invited for quotations on projects on rotational basis for the award of contracts, unless there are compelling and justifiable reasons not to do so. d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderers with the highest number of tender evaluation points and recommend the tenderers with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated. 						

Tenderer

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Witness 2

Employer

Witness 1

Witness 2

Functionality Table			
CRITERIA			
TOTAL FUNCTIONALITY POINTS		MAX	100
Project Director			
Professional Designation: Pr Eng/Pr Tech Eng/Pr Pln/Pr Sci.Nat/Pr CHS/Pr CPM/etc			
Minimum Qualifications: BTech/BSc/PGD in relevant field of practise			
10 years' experience post qualification and above	15	15	
5 years' experience post qualification and above	10		
Project Engineer, Quantity Surveyor, Architect, Town Planner, OHS Practitioner, Environmental Practitioner			
Professional Designation: Pr Eng/Pr Tech Eng/Pr Pln/Pr Sci.Nat/Pr CHS/Pr CPM/etc			
Minimum Qualifications: BTech/BSc/PGD in relevant field of practise			
10 years' experience post qualification and above	15	15	
5 years' experience post qualification and above	10		
Design/Estimating/Documentation (Engineer, Quantity Surveyor, Architect, Town Planners, OHS Practitioners, Environmental Practitioner)			
Minimum Qualification: BTech/BSc/ PGD in Relevant field of Practise			
10 years' experience post qualification and above	10	10	
5 years' experience post qualification and above	5		
Contract Administration and Inspection (Engineer, Quantity Surveyor, Architect, Town Planners, OHS Practitioners, Environmental Practitioner)			
Minimum Qualification: ND/BTech/BSc/ PGD in Relevant field of Practise			
5 years' experience post qualification and above	5	5	
3 years' experience post qualification and above	3		
CVs must be accompanied by certified copies of qualifications and proof of professional registration where necessary			
COMPANY EXPERIENCE ON SIMILAR COMPLETED PROJECTS			
7 - 10 reference letters attached / appointment letters and completion certificates	15	15	
5 - 7 reference letters attached / appointment letters and completion certificates	10		
3 - 5 reference letters attached / appointment letters and completion certificates	5		
PROPOSED WORK PLAN (APPROACH AND METHODOLOGY)			
Good - informative and address all anticipated key challenge points	10	10	
Moderate - informative but did not address all anticipated key challenge points	7		
Poor - no information provided and did not address any anticipated key challenge points	5		
Approach and methodology must give indication on how and processes that will be followed in addressing challenges the municipality might encounter in the specific field of expertise in projects including funding.			

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	<table border="1"> <tr> <th colspan="3">COMPANY PROFESSIONAL ACCREDITATIONS/REGISTRATIONS</th></tr> <tr> <td>Proof of company professional accreditations/registrations attached</td><td>10</td><td rowspan="3">10</td></tr> <tr> <td>Proof of company professional accreditations/registrations NOT attached</td><td>0</td></tr> <tr> <th colspan="3">PROFESSIONAL INDEMNITY</th></tr> <tr> <td>Proof of company professional indemnity insurance (R 5m - R 10m)</td><td>15</td><td rowspan="4">15</td></tr> <tr> <td>Proof of company professional indemnity insurance (R 3m - R 5m)</td><td>10</td></tr> <tr> <td>Proof of company professional indemnity insurance (R 1m - R 3m)</td><td>5</td></tr> <tr> <th colspan="3">COMPANY RELEVANT WORK COMPUTER PACKAGE (e.g. DESIGN, etc)</th></tr> <tr> <td>Proof of company package ownership attached</td><td>5</td><td rowspan="3">5</td></tr> <tr> <td>Proof of company package ownership NOT attached</td><td>0</td></tr> </table> <table border="1"> <tr> <th colspan="4">Weighting</th></tr> <tr> <th>30 points</th><th>25 points</th><th>10 points</th><th>Values ranging</th></tr> <tr> <td>25 - 30 = 5</td><td>21 - 25 = 5</td><td>9 - 10 = 5</td><td>5 – Being Excellent</td></tr> <tr> <td>19 - 24 = 3</td><td>16 - 20 = 3</td><td>7 - 8 = 3</td><td>4 – Being Very good</td></tr> <tr> <td>13 - 18 = 3</td><td>11 - 15 = 3</td><td>5 - 6 = 3</td><td>3 – Being good</td></tr> <tr> <td>7 - 12 = 2</td><td>6 - 10 = 2</td><td>3 - 4 = 2</td><td>2 – Being average</td></tr> <tr> <td>0 - 6 = 1</td><td>0 - 5 = 1</td><td>0 - 2 = 1</td><td>1 – Being poor</td></tr> </table> <p> $P_s = S_o/M_s \times 100$ Where P_s = percentage scored for functionality by the Tender S_o = total score of the Tender M_s = maximum possible score Minimum score of 70% for functionality should be obtain for the tenderer to be further evaluated. </p>	COMPANY PROFESSIONAL ACCREDITATIONS/REGISTRATIONS			Proof of company professional accreditations/registrations attached	10	10	Proof of company professional accreditations/registrations NOT attached	0	PROFESSIONAL INDEMNITY			Proof of company professional indemnity insurance (R 5m - R 10m)	15	15	Proof of company professional indemnity insurance (R 3m - R 5m)	10	Proof of company professional indemnity insurance (R 1m - R 3m)	5	COMPANY RELEVANT WORK COMPUTER PACKAGE (e.g. DESIGN, etc)			Proof of company package ownership attached	5	5	Proof of company package ownership NOT attached	0	Weighting				30 points	25 points	10 points	Values ranging	25 - 30 = 5	21 - 25 = 5	9 - 10 = 5	5 – Being Excellent	19 - 24 = 3	16 - 20 = 3	7 - 8 = 3	4 – Being Very good	13 - 18 = 3	11 - 15 = 3	5 - 6 = 3	3 – Being good	7 - 12 = 2	6 - 10 = 2	3 - 4 = 2	2 – Being average	0 - 6 = 1	0 - 5 = 1	0 - 2 = 1	1 – Being poor
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7 - 12 = 2	6 - 10 = 2	3 - 4 = 2	2 – Being average																																																				
0 - 6 = 1	0 - 5 = 1	0 - 2 = 1	1 – Being poor																																																				
F.3.16	<p>The tenderer is to note that the following Additional Relevant Documents which will form part of this contract:</p> <ul style="list-style-type: none"> (i) Tswaing Local Municipality Supply Chain Management Policy, (ii) The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017, (iii) TLM health and safety specifications 																																																						
F.3.17	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is one, including the Service Level Agreement.</p>																																																						

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 006/2021/22

PROJECT DESCRIPTION: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents, and initial the whole document including attachments shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

The Tenderer must complete and sign the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	COMPULSORY ENTERPRISE QUESTIONNAIRE
Form B	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form C	DECLARATION OF INTEREST
Form D	AUTHORITY OF SIGNATORY
Form E	DECLARATION OF GOOD STANDING REGARDING TAX
Form F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
Form G	MUNICIPAL UTILITY ACCOUNT
Form H	PREFERENCE SCHEDULE
Form I	PROPOSED KEY PERSONNEL
Form J	SCHEDULE OF PREVIOUS EXPERIENCE
Form K	SCHEDULE OF CURRENT PROJECTS
Form L	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form M	SCHEDULE OF PROPOSED SUB CONSULTANTS
Form N	PROPOSED WORK PLAN (APPROACH AND METHODOLOGY)
Form O	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form P	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
Form Q	TENDERER'S PROJECT STRUCTURE
Form R	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION
Form S	DECLARATION TENDERER'S LITIGATION HISTORY

Returnable Documents that will be incorporated into the contract

C1.1	1. Offer Portion of Form of Offer and Acceptance
C1.2	2. Contract Data (Part 2)
C1.3	Form of Guarantee

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 006/2021/22

PROJECT DESCRIPTION: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner

1. NAME OF ENTERPRISE _____
2. CONTACT PERSON _____
3. CONTACT NUMBER _____
4. FAX NUMBER _____
5. E-MAIL ADDRESS _____
6. POSTAL ADDRESS _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. **PHYSICAL ADDRESS** _____

8. **COMPANY REG NUMBER** _____
9. **VAT REG NUMBER** _____
10. **TAX REF NUMBER** _____
11. **COMPANY PROFESSIONAL REGISTRATIONS/ACCREDITATIONS (INSTITUTION AND NUMBER)**
- 11.1. _____
- 11.2. _____
- 11.3. _____

12. **HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?**

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	
A REGISTERED AUDITOR	
<i>(Tick applicable box)</i>	

13. **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

**ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?**

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

If Yes, Enclose Proof

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

THE FOLLOWING DOCUMENTS MUST BE ATTACHED

1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- the shareholders register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One-Person Business / Sole trader**

- Certified Copy of ID

6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

- Original and valid B-BBEE Status Level Certificates or Certified Copy thereof.
- Sworn Affidavit.

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1 This Municipal Tendering Document must form part of all Tenders 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 Tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

Item	Question	Yes	No
4.1	Is the Tenderer 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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

Capacity Under Which Tender is Signed

Name of Tenderer

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

FORM C: DECLARATION OF INTEREST (MBD4)

1. No Tender 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 Tender. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the Tenderer 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 Tender.

3.1 Full Name of Tenderer or his or her Representative: _____

3.2 Identity Number: _____

3.3 Position occupied in the Company (director, trustee, hareholder²): _____

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);

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

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 Tender? **YES / NO**

3.10.1 If yes, furnish particulars _____

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

3.13.1 If yes, furnish particulars _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.14.1 If yes, furnish particulars _____

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

Full Name	Identity Number	State Employee Number

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

Signatories for close corporations and companies shall confirm their authority by submitting a **duly signed Authority Letter and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

By the resolution of the board of directors passed on DATE, Mr/Ms. NAME & SURNAME, whose signature appears below, has been duly authorized to sign all documents in connection with the Tender / Expression of Interest for:

TENDER DESCRIPTION AND NUMBER

and any Contract which may arise therefrom on behalf of (NAME OF TENDERER)

SIGNED ON BEHALF OF COMPANY : (AUTHORIZED SIGNATORY)

IN HIS CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : (AUTHORIZED SIGNATORY)

WITNESSES:

1 _____
Name Signature

2 _____
Name Signature

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms **FULL NAME AND SURNAME**, authorised signatory of the company **TENDERER**, 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
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

The original Tax Pin Certificate must be submitted together with the tender. Failure to submit the original and valid Tax Pin Certificate will result in the invalidation of the Tender.

In Tenders where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Pin Certificate.

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach in submission a letter from the bank **NOT OLDER THAN A MONTH (30 DAYS)** confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Engineers)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I, the undersigned _____, has been
duly authorized to sign all documents with the Tender for Contract Number _____ on
behalf of _____ hereby make a declaration
as follows: (Referred to herein as "the Tenderer")

1. I declare that the Tenderer and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the Tender shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

MUNICIPAL UTILITY ACCOUNTS MUST BE ATTACHED (NOT OLDER THAN THREE MONTHS)

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

FORM H: PREFERENCE SCHEDULE (MBD 6.1)

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

This preference form must form part of all Tenders 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, TENDERES 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 Tenders:

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

1.2 The value of this Tender is estimated to be below R50 000 000.00 (all applicable taxes included) and therefore the.....**80/20**.....system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this Tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1.5 The purchaser 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 purchaser.

2 DEFINITIONS

- 2.1 **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive Tendering processes or offers;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a Tender by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a Tenderer;
- 2.12 **“Non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“Person”** includes a juristic person;

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

- 2.14 **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of Tender invitations, and includes all applicable taxes and excise duties;
- 2.15 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The tenderers obtaining the highest number of total points will be included in TLM panel of professional service providers.
- 3.2 Preference points shall be calculated.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more Tenders have scored equal total points, the successful Tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more Tenders be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

- 4.1 **THIS IS A FUNCTIONALITY TENDER; THEREFORE, THERE IS NO PRICES COMPARISONS**

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

- 5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

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

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

- 8.1.1 If yes, indicate:

1	What percentage (%) of the contract will be subcontracted?	_____
2	Name of the sub-consultant	_____
3	B-BBEE status level of the sub-consultant	_____

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm: _____

- 9.2 VAT registration number: _____

- 9.3 Company registration number: _____

9.4 TYPE OF FIRM (Tick Applicable Box)

<input type="checkbox"/>	Partnership/ Joint Venture/ Consortium
<input type="checkbox"/>	One Person business/ sole propriety
<input type="checkbox"/>	Close Corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Ltd
<input type="checkbox"/>	Other: Specify _____

--

Tenderer

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional Service Provider
<input type="checkbox"/>	Other Services Providers e.g., transporter, etc

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION:

Municipality where business is situated

Registered Account Number

Stand Number

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

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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the Tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESS

1 _____

Signature(s) of Tenderer(s)

2 _____

Date

Address

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted.

Please list the personnel that you intend to appoint on this contract as per the functionality table.

POSITION	<u>Name</u> of Full-Time Member	Staff to be appointed on this contract	
		No of Full-Time Employment	No of Part Time Employment

Provide not more than four pages CV of each key personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment,
- Proof of educational qualifications,
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest,
- Language proficiency, and
- References (company name, individual name, position held, contact details).

Please attach the certified copies of the professional registrations where necessary and qualifications.

SIGNED ON BEHALF OF THE TENDERER: _____

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>

APPROACH OR TECHNICAL PAPER STRUCTURE

Only approach or technical papers on the prescribed format below will be considered. Items' sequence in the proposal must follow the headings as indicated below. Any submission deviating from the prescribed format and sequence will automatically lead to disqualification of the tender or submission and will not be considered for further evaluation and will be regarded "**NON- RESPONSIVE**".

1. Introduction.
2. Background of the company/tenderer.
3. Understanding aim of the initiative.
4. Understanding the objective of the initiative.
5. Understanding of the prescribed scope of work.
6. Detailed analysis of the prescribed of scope of work.
7. Stakeholder management (stakeholder identification and reporting requirements).
8. Risk (implementation risk and risk management).
9. Approach and methodology – responding to the scope of work (Field of specialization).
10. Proposed implementation program.
11. Proposed lead times per task.
12. Project cost and alternative financial proposal (if applies).
13. Professional indemnity summary details.
14. Previous contracts terminations and existing litigations.
15. Company management in tabular form.
16. Company professional registrations in tabular form.
17. Key team members professional registrations and affiliations in tabular form.
18. Proposed team structure (organogram)
19. Proposed team key members credentials in tabular form.
20. Proposed key personnel experience (brief summary of experience).
21. Company experience in tabular form in categories (project management, roads, etc).
22. Deliverables.
23. Skills transfer, training and development.
24. Quality assurance and tools.
 - 24.1. Quality management system.
25. Quality control and assurance. Procedures.
26. Closing statement.

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

ANNEXURES AND OR ATTACHMENTS SEQUENCING

It is the requirement of this tender that all the supporting documents and attachments must be submitted in the format prescribed below and clearly divided with color coded sheets. Any deviation from the prescribed format will lead to disqualification of the submitted tender and proposal.

1. Addendum (if any).
2. Company registration documents.
3. Directors' identity documents (certified within 3 months).
4. Central supplier database report (full report, summary will not be accepted).
5. Resolution of authority for signatory from board of directors on company letter head.
6. Declaration of interests signed by all directors on company letter head.
7. Joint venture agreement (if any).
8. SARS pin or tax clearance certificate.
9. BBBEE certificate or SAPS sworn affidavit.
10. Professional indemnity insurance or recent summary letter from the insurer not older than 30 days.
11. Workmen's compensation fund (COIDA) or any proof from approved entity, e.g. FEMA.
12. Company professional registrations.
13. Proof of banking details.
14. Proof of design software and package ownership.
15. Company profile.
16. Organizational structure (organogram).
17. Personnel credentials (**CV, certified qualifications and professional registrations**).
18. Signed reference letters from clients (**NO appointment letters and completion certificates**).
19. Business proof of address, municipal rates or tribal authority letter or SAPS affidavit.
20. Directors' proof of address, municipal rates or tribal authority letter or SAPS affidavit.

**NB: PLEASE ATTACH USB WITH SCANNED COPIES OF THE DOCUMENT AND ATTACHMENTS
SAVED AS ONE (1) FILE AS FOLLOWS: Name of Company-09-06-2022-TLM-PSP-Panel.**

KEY TEAM MEMBERS CURRICULUM VITAES FORMAT (NOT MORE THAN 4 PAGES)

Only CVs in the format below will be considered. Any format will be regarded as non-submission and will lead to disqualification of the tenderer.

1. Personal Particulars
 - Name
 - Date of birth
 - Place of birth
 - Post matric institutions
 - Professional awards
2. Qualifications
 - Certificates, Diploma and Degree
 - Professional affiliations/registrations
 - Further studies
 - Computer skills/programs

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Tenderer

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Witness 1

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Witness 2

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Employer

--

Witness 1

--

Witness 2

3. Employment

- Current employer
- Position

4. Overview of post graduate experience

#	Employer	Position	From	To

5. Summary of skills

6. Experience on major projects.

- Contract number, contract description and contract value

7. Consent

8. Languages

- Speak, read and write

9. References

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Tenders will be on the average of the **previous three projects** where the firm was involved for TSWAING LOCAL MUNICIPALITY (TLM) projects or other clients. Reference of clients other than TLM **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.** **CREATE THE FORM BELOW AND ATTACH IT WITH THEREQUIRED INFORMATION IN THE RETURNABLES.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no and Fax

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract. CREATE THE FORM BELOW AND ATTACH IT WITH THEREQUIRED INFORMATION IN THE RETURNABLES

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no and Fax

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

3. Physical facilities and Buildings.

Description	Address	Owned / leased

4. Equipment

Provide information on equipment and resources that you have available for this project.

1. SOFTWARES	NUMBER OF UNITS OWNED BY TENDERER	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. COMPUTERS AND PRINTERS			
3. VEHICLES			

SIGNED ON BEHALF OF THE TENDERER: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

FORM M: SCHEDULE OF PROPOSED SUB-CONSULTANTS

NAME OF SUB-CONSULTANTS	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONSULTANTS

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N: PROPOSED WORK PLAN (APPROACH AND METHODOLOGY)

TENDERER TO ATTACH PROPOSED WORK PLAN (APPROACH AND METHODOLOGY) IN THE RETURNABLES

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O: RECORD OF ADDENDA TO TENDER DOCUMENTS
--

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

	Date	Title of Details

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM P: PROOF OF CERTIFICATE OF GOOD STANDING WITH COMPENSATION
COMMISSIONER OR FEMA**

Affix Certified Proof of Good Standing with Compensation Commissioner in the returnable.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM Q: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g., combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g., mechanical) are considered as employees only.

Attach an organogram in the returnable documents.

Head Office: (No)	
Other Offices: (No)	
Registered (No)	
Professionals: Total Employees: (No)	
%Share in JV agreement	

SIGNED ON BEHALF OF THE TENDERER: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM R: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Municipal Tendering Document (MBD) must form part of all Tenders¹ 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 Tendering (or Tender rigging).² Collusive Tendering 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 Tender of any Tenderer if that Tenderer 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

¹ Includes price quotations, advertised competitive tenders, limited Tenders and offers.

² Tender rigging (or collusive tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer*Tenderer**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

(Tender Number and Description)

in response to the invitation for the Tender 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 Tenderer)

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 Tender;
 (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 (f) Tendering with the intention not to win the Tender.
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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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

Capacity Under Which Tender is Signed

Name of Tenderer

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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

Signature

Date

Capacity Under Which Tender is Signed

Name of Tenderer

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 006/2021/22 APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

C1: AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Professional Indemnity Insurance

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS ON TSWAING LOCAL MUNICIPALITY PANEL OF CONSULTANTS FOR A PERIOD OF 36 MONTHS.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS
(THIS IS A PANEL, THERE IS NO PRICING: SUCCESSFUL TENDERERS WILL BE INVITED
BASED ON THEIR CAPABILITIES FOR QUOTATIONS ON PROJECTS FOR PRICING)**

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

FOR THE TENDERER

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of the Tenderer)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

WITNESS

Name & Surname: _____

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.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. 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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of the Organization)

WITNESS

Name & Surname: _____

Signature: _____

Date: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature(s)	<div></div>	<div></div>
Name(s)	<div></div>	<div></div>
Capacity	<div></div>	<div></div>
For the tenderer	<div></div>	
	<div></div>	
	<div></div>	
	<div>(Name and address of the Tenderer)</div>	

WITNESS

Name & Surname:	<div></div>
Signature:	<div></div>
Date:	<div></div>

<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

FOR THE EMPLOYER:

Signature(s)	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
For the tenderer	_____	

	(Name and address of the Organization)	

WITNESS

Name & Surname:	_____
Signature:	_____
Date:	_____

C1.2 CONTRACT CONDITIONS

TABLES OF CONTENTS

Description

1. GENERAL CONDITIONS
2. PARTIES INVOLVED
 - 2.1 The Client
 - 2.2 The Consultant
3. PARTICULAR CONDITIONS
 - 3.1 Definitions
 - 3.2 Time for Payment
 - 3.3 Currency of Agreement
 - 3.4 Languages and Law
 - 3.5 Supply of Personnel
 - 3.6 Insurance for Liability
 - 3.7 Project Specific Professional Indemnity Insurance
 - 3.8 Conflict of Interest/ Corruption & Fraud
4. SETTLEMENT OF DISPUTES
 - 4.1 Adjudications
5. RULES FOR ADJUDICATION
 - 5.1 General
 - 5.2 Appointment of Adjudicator
 - 5.3 Terms of Appointment
 - 5.4 Payment
 - 5.5 Procedure for obtaining Adjudicators Decision
 - 5.6 Notice of Dissatisfaction
 - 5.7 Arbitration
 - 5.8 Termination of Contract
 - 5.8.1 Termination by Client
 - 5.8.2 Termination by Consulting Engineer
6. TRAINING STRATEGY
 - 6.1 Emerging Contractor Training
7. SPECIAL CONDITIONS
8. PLEASE TAKE NOTE

Tenderer

Witness 1

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1. GENERAL CONDITIONS

The General Conditions of Contract shall be those as stipulated in the Prescribed Tender Document and Form of Agreement for Consulting Engineering Services as prepared by CESA. The Tenderer shall obtain his own copy for reference. Consulting Engineers South Africa (CESA) is the distribution Agent for the sale of FIDIC Publications in South Africa.

The Contact Details for CESA are as follows:

- Telephone Number : (011) 463 – 2022
- Fax Number : (011) 463 – 7383
- E-mail Address : general@cesa.co.za

A publication of guidance notes for the Client/ Consultant model Service Agreement is also available from CESA. The Guidance notes are known as “The White Book Guide” Second Edition, 2001.

2. PARTIES INVOLVED

2.1 Client: Tswaing Local Municipality

The Municipal Manager

Postal Address

PO Box 24

Delareyville

2770

Client Representative is:

Adv LC Lobakeng

Telephone Number : (053) 948 – 0900

Fax Number : (053) 948 – 1500

E-mail : municipalmanager@tswaing.gov.za/pmu@tswaing.gov.za

Corner Government and General De La Rey Streets

Delareyville

2770

2.2 Consultant :

Postal Address :

Consultant Representative is :

Telephone Number :

Fax Number :

E-mail 1 :

E-mail 2 :

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3. PARTICULAR CONDITIONS

3.1 Definitions

- (i) The Project is: Appointment of panel of consultants for professional engineering related services for the period of three years in the Tswaing Local Municipality

3.2 Time for Payment

- (i) Payments shall be made within 30 days of receiving an approved invoice with relevant supporting documentation.

3.3 Currency of Agreement

- (i) Currency of Payment : South African Rand

3.4 Languages and Law

The Language of the Agreement will be English.

3.5 Supply of Personnel

- (i) The Consultant agrees to retain qualified and accredited staff for as long as it takes to complete all the specified work within the Contract period or as extended as result of delays to the construction contracts those services relates to.
- (ii) The Consultant will not be entitled to assign and charge for additional personnel, nor charge person-months in excess of those proposed for any position, without the prior approval of the client.
- (iii) The Consultant shall not engage personnel for site supervision or administration functions from outside the Tswaing Local Municipality area unless the required skills and experience are not available in the area.

3.6 Insurance for Liability

Insurance against loss or damage to: -

- (i) Equipment and Materials purchased by the Consultant in whole or in part with funds provided under this Agreement, or equipment and materials supplied under Construction Contract, while in possession of the Consultant, to their full replacement value.
- (ii) The Consultant's property used in the performance of Services.
- (iii) All documents prepared by the Consultant in the performance of services.

3.7 Project Specific Professional Indemnity Insurance

Professional Indemnity insurance against liability in respect of the project of this magnitude is a limit of Indemnity of R 5, 000 000 (Five Million Rand) for the duration of the contract. The period of insurance shall be from the commencement date of the services to the expiry date of the policy, which the Client shall endeavour to extend to the end of the duration liability

3.8 Conflict of interest/Corruption and Fraud

The warranty given by the Consultant herein includes the conduct of the following persons:

- 3.8-1 The Consultant and its Directors, Employees, Shareholders or Partners where the conduct of such persons would render the Consultant directly and vicariously responsible and /or
- 3.8-2 The Consultant's Joint Venture member(s) and its/their directors, employees, shareholders or partners where the conduct of such persons would render the Contractor directly and vicariously responsible;

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3.8-3 Any agent of the Consultant, its joint venture member(s) or partners.

The Consultant warrants that it and/or any persons referred to in 3.8 (1, 2, & 3) above:

3.8-4 have not been convicted of any charge relating to or concerning corruption, bribery or fraud during the 10-year period preceding the Base Date and not having disclosed same in Section D: Returnable Documents.

3.8-5 have not committed any act in the ten-year period preceding the Base Date which result in it and /or any of the persons referred to in 3.8 (1,2 & 3) above being convicted on a charge relating to or concerning corruption, bribery or fraud.

3.8-6 in relation to the Contract has not offered and/or paid (directly or indirectly) by way of a bribe, gift, gratuity commission or other thing of value, an inducement or reward to enter into or influence the conclusion of the Contract.

3.8-7 will not commit any act which could result in it and/or any of the persons referred to in 3.8 (1, 2 & 3) above being convicted on a charge relating to or concerning corruption, bribery or fraud.

3.8-8 will not offer and/or pay (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as a reward or inducement to maintain or alter the Contract and/or for doing or forbearing to do any action in relation to the Contract and /or for showing or forbearing to show favour or disfavour to any person in relation to the Contract.

4. SETTLEMENT OF DISPUTES

4.1 Adjudication

Unless settled amicably any dispute or difference which arises between the Consultant and the Client out of or in connection with the Contractor, including any valuation or other decision of the Client, shall be referred by either party to adjudication in accordance with the attached Rules for Adjudication ('the Rules'). The adjudication shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

5. RULES FOR ADJUDICATION

5.1 General

(i) Any reference in the Conditions of Contract to the Rules for Adjudication shall be deemed to be a reference to these Rules.

(ii) Definitions in the Conditions of Contract shall apply in these Rules.

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5.2 Appointment of Adjudicator

- (i) The Parties shall jointly ensure the appointment of the Adjudicator. The Adjudicator shall be suitably qualified person.
- (ii) If for any reason the appointment of the Adjudicator is not agreed at the latest within 14 days of the reference of a dispute in accordance with these Rules, then either Party may apply, with a copy of the application to the other Party, to the Chairperson for the time being of the South African Association of Arbitrators, to appoint an adjudicator, and such appointment shall be final and conclusive.
- (iii) The Adjudicator's appointment may be terminated by mutual agreement of the Parties. The Adjudicator's appointment shall expire when the Service have been completed or when any dispute referred to the Adjudicator shall have been withdrawn or decided, whichever is the later.

5.3 Terms of Appointment

- (i) The Adjudicator is to be, and is to remain throughout his appointment, impartial and independent of the Parties and shall and shall immediately disclose in writing to the Parties anything of which he becomes aware which could affect his impartiality or independence.
- (ii) The Adjudicator shall not give advice to the Parties or their representatives concerning the conduct of the Services other than in accordance with these Rules.
- (iii) The Adjudicator shall not be called as a witness by the Parties to give evidence concerning any dispute in connection with, or arising out of, the Agreement.
- (iv) The Adjudicator shall treat the details of the Agreement and all activities and hearings of the Adjudicator as confidential and shall not disclose the same without the prior written consent of the Parties. The Adjudicator shall not without the consent of the Parties, assign or delegate any of his work under these Rules or engaged legal or technical assistance.
- (v) The Adjudicator may resign by giving 28 days' notice to the Parties, In the event of resignation. Death or incapacity, termination or a failure or refusal to perform the duties of Adjudication under these Rules, The Parties shall agree upon replacement Adjudication within 14 days or Rule 4 shall apply.
- (vi) The adjudicator shall in no circumstances be liable for any claims for anything done or omitted in the discharge of the Adjudicator's duties unless the act or omission is shown to have been in bad faith.
- (vii) If the Adjudicator shall knowingly breach any of the provisions of Rule 6 or act in bad faith, he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Parties for any fees and expenses properly paid to him if, as a consequence of such breach any proceedings or decisions of the Adjudicator are rendered void or ineffective.

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5.4 Payment

- (i) The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.
- (ii) The retainer fee, if applicable, shall be paid in full for:
 - a) being available, on 28 days 'notice, for all hearing and Site Visits.
 - b) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties.
 - c) all services performed hereunder except those performed during the days referred to in Rule 15.
- (iii) The daily fee shall be payable for each working day preparing for or attending Site Visits or hearings preparing decisions including any associated traveling time.
- (iv) The retainer and daily fees shall remain fixed for the period to tenure of the Adjudicator.
- (v) All payment to the Adjudicator shall be made by the Consultant who will be entitled to be reimbursed half by the Client. The Consultant shall pay invoices addressed to him within 28 days of receipt. The Adjudicator's invoice for any monthly retainer shall be submitted quarterly in advance and invoices for daily fees and expenses shall be submitted following the conclusion of a Site Visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period, The Adjudicator may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that 7 days prior notice has been given to both Parties.
- (vi) If the Consultant fails to pay an invoice addressed to it, the Client shall be entitled to pay the sum due to the Adjudicator and to recover the sum paid from the Consultant.

5.5 Procedure for Obtaining Adjudicator's Decision

- (i) A dispute between the Parties may be referred in writing by either Party to the Adjudicator for his decision, with a copy to the other Party. If the Adjudicator has not been agreed or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an Adjudicator. A reference shall identify the dispute and refer to these Rules.
- (ii) The Adjudication may decide to visit the Site. The Adjudicator may decide to conduct a hearing in which event he shall decide on the date, place and duration for the hearing, The Adjudicator may request that written statements from the Parties be presented to him prior to, at or after the hearing. The Parties shall promptly provide the Adjudicator with sufficient copies of any documentation and information relevant to the Agreement that he may request.

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- (iii) The Adjudicator shall act as an impartial expect, not as an arbitrator, and shall have full authority to conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those set out herein. Without limiting the foregoing, the Adjudicator shall have power to:
 - a) Decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him,
 - b) Make sure of his own specialist knowledge, if any,
 - c) Adopt an inquisitorial procedure,
 - d) Decide upon the payment of interest in accordance with the Contract,
 - e) Open up review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute,
 - f) Refuse admission to hearings to any persons other than the Client, the Consultant and their respective representatives, and to proceed in the absence of any Party who the Adjudicator is satisfied received notice of the hearing.
- (iv) All communications between either of the Parties and The Adjudicator and all hearing shall be in the language of the Agreement. All such communications shall be copied to the other Party.
- (v) No later than the fifty-sixth day after the day on which the Adjudicator received a reference or, if later, the day on which the Adjudicator's Agreement came into effect, the Adjudicator shall give written notice of his decision to the Parties. Such decision shall include reasons and state that it is given under these Rules.

5.6 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudication or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

5.7 Arbitration

A dispute, which has been the subject of a notice of dissatisfaction, shall be finally settled by a single arbitrator under the Rules specified in the Particular Conditions. In the absence of agreement, the arbitrator shall be designated by the chairperson for the time being of the Southern African Association of Arbitrators. Any hearing shall be held at the Tswaing Local Municipality Main Building and in the English Language.

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5.8 Termination of Contract

The Contract may be Suspended or Terminated by either the Client or the consultant upon adhering to the following procedures:

5.8.1 Termination by Client

The Client May Suspend or Terminate the Agreement by notice to the Consulting Engineering who shall immediately make arrangements to stop the services if in his opinion the Consulting Engineers.

- (i) Giving at least thirty (30) days' notice to the Consulting Engineer who shall immediately make arrangements to stop the services and minimize expenditure.
- (ii) If the Client considers that the Consulting Engineer is without good reasons NOT discharging his duties with due diligence.
- (iii) If satisfactory reply is not received within fifteen (15) days after the receiving of Clients letter, the Client can by a further notice terminate the Agreement provided that such further notice is given within the days of the Clients initial notice.
- (iv) Is NOT executing the works in accordance with the Contract of Agreement or is neglecting to carry out his obligations under the contractor.
- (v) Has assigned the Contract OR any part thereof without the Client consent in writing, or.
- (vi) The Consulting Engineer furnished inaccurate information in the Schedules forming part of Scope or Work.

5.8.2 Termination by Consulting Engineers

- (i) The Consulting Engineer may by notice of at least thirty (30) days terminate the agreement, or at his discretion and without any prejudice to the right to terminate the Contract of Agreement.
- (ii) If the Client is in material breach of a term of the agreement and fails to rectify the breach within fourteen (14) days of the written notice requiring him to so.

6. TRAINING STRATEGY:

Tswaing Local Municipality is committed to training of Internal technical staff, Students and Emerging Consultants. The successful Tenderer/s will be expected to be fully committed to these skills development initiatives by availing a contingency allowance for such training as and when instructed by the Client. Premised on the above, it is thus a requirement for this tender that the Project Team Leader will be a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng) registered with the both ECSA and SACPCMP.

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- 6.1 Emerging Contractor Training: Emerging Contractor Development Programme managed by the Tswaing Local Municipality will also be incorporated into the project during the construction stage. This training will be provided based on Expanded Public Works Programme initiatives which stipulates that work must be done labour intensive.

7. PERFORMANCE

The Tswaing Local Municipality will evaluate performance of the successful Tenderer on a quarterly basis in a form of a scorecard covering the efficient and effective execution of the project's aspects in line with Project Management Knowledge Areas and Processes as follows;

- Project Integration Management
- Project scope Management
- Project Time Management
- Project Cost Management
- Project Quality Management
- Project Human Resource Management
- Project Communication Management
- Project Risk Management
- Project Procurement Management

Other aspects will include labour intensive designs and construction methods, provision for accredited training for both labourers and subcontractors, training towards professional registration for students within the municipality employ and Consultancy firm.

7. SPECIAL CONDITIONS

- 7.1 Tender proposals are hereby invited from Suitable Qualified and Accredited Professional Service Providers (Consultants) to assist the Municipality in compiling contract documentation, undertake design development, procurement documentation and construction project management as indicated in the Tender document.
- 7.2 The work procedure, the Tenderer proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
- 7.3 All documents accompanying this invitation must be completed in detail, be sealed in an envelope and be deposited in the Tender box before the closing date and time.
- 7.4 No telegraphic or facsimile Tenders/e-mail proposals will be considered.
- 7.5 A non-refundable fee is payable for this document in accordance with the advertisement. This fee must be paid at the cashiers, ground floor at the Finance Directorate, just across the street from the Tswaing Local Municipality Main Building and proof of that must be submitted before collection of the document from the Supply Chain Management Office.

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- 7.6 The Tswaing Local Municipality Local Municipality reserves the right to accept any Tender in whole or in part and does not bind itself to accept the lowest or any Tender at all.
- 7.7 Only suitable qualified professional services providers outlined hereunder will be eligible for evaluation:
- (1) If a sole practitioner, the firm must have a professionally registered person as a principal; and
 - (2) If a partnership / close corporation/ company, the firm must have at least 50% of its partners, members or directors professionally registered; and
 - (3) If the company has under its employment a professionally registered person or a sub-consultant that has professionally registered person, proof of thereof must be attached.
- 7.8 A one-envelope system will be used. Prospective Tenderers are required to submit a technical proposal including the complete Tender and mandatory documents in one envelope for the purpose of this submission.
- 7.9 Late Tenders/ proposals will not be accepted. Please note that Tenders are late if they are received at the address given in the invitation after the Tender closing date and time, and will be returned unopened.
- 7.10.1 Tenders/ proposals will be valid for a period of 90 days after the closing date.
- 7.10.2 All Tender prices must be quoted in South African currency, include VAT and must be in terms of the latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) or any other prescribed profession.
- 7.10.3 All relevant documents attached to this Tender must be completed and signed in ink by an authorized representative of the business.
- 7.10.4 Once appointed on projects, the base town for re- imbursement of disbursement will be Delareyville or the nearest town closer to the project.
- 7.10.5 Please ensure that you submit and attach the following documents: Compliance to tender conditions.
- (i) Original completed and signed applicable Tender documents and preference claim forms in terms of the Preferential Procurement Regulations. Each page of the document must be signed.
 - (ii) Original valid Tax Clearance Certificate from the Receiver of Revenue (SARS).
 - (iii) In the case of a Joint Venture, an original valid Tax Clearance Certificate of both partners should be submitted as well as a signed Agreement by both parties.
 - (v) Copy of Company Registration Certificate from the Registrar of Companies.
 - (vi) Proof of qualifications of key personnel and appropriate professional registration with relevant Professional Council, Body and Association i.e. ECSA, SACPCMP, CESA, SABTACO, PMSA, and etc.
 - (vii) Member/s or director/s must complete (declaration of interest form).

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- (viii) Proof of valid professional Indemnity Insurance Cover (R5 000, 000 minimum).
- (ix) A record of relevant previous projects managed and completed in the last five years by the firm in a form of appointment letter and key personnel including contact details of client references.
- (x) Certified copies of Identity documents of main members/ directors of the firm (Certified three (3) months prior to the closing date of this Tender).
- (xi) Attach copy of Rates and Taxes not older than three (3) months, for both shareholder(s) residential and Tenderer(s) place of operation.

7.10.6 Should all the documents stated in paragraph 7.10.1 and as outlined under Information to Tenderers Section above not be attached, your Tender/ proposal will be declared invalid.

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C1.3 PROFESSIONAL INDEMNITY INSURANCE

TENDERER TO ATTACH FULL SCHEDULE OF THE PROFESSIONAL INDEMNITY INSURANCE OR LETTER OF INTENT FROM THE REPUTABLE INSURER IN THE RETURNABLES

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Witness 2