



**PSJLM-ENG-2022/23 - 04**

**FOR**

**Appointment of a qualified professional service provider for professional service of PSJ Municipality (Turnkey project) for Building of Community Hall in Ward 16**

**2022/23 FY**

**EMPLOYER:**

**PORT ST JOHNS MUNICIPALITY**

The Municipal Manager  
Port St Johns Municipality  
NO.17 Main Road  
**Port St Johns**  
5120

Project Management Unit  
Technical Services  
Port St Johns Municipality  
NO. 257 Main Street  
**Port St Johns**  
5120

Tel. No. 047 564 1208

Tel. No. 047 564 1207

NAME OF BIDDER: \_\_\_\_\_

TENDER AMOUNT: \_\_\_\_\_



## INVITATION TO BID FOR THE FOLLOWING PROJECTS

Bid Number	Project Name	CIDB Grading	Compulsory Briefing and Site Inspection	Bid closing date
PSJLM-ENG-2022/23 - 04	Appointment of a qualified professional service provider for professional service of PSJ Municipality (Turnkey project) for Building of Community Hall in Ward 16	4 GB or Higher	Date: 16/08/2022 Venue: PSJ Town hall Time: 09:00am	07 – 09 - 2022
PSJLM-ENG-2022/23 - 05	Appointment of a qualified professional service provider for professional service of PSJ Municipality (Turnkey project) for Building of Community Hall at in Ward 3	4 GB or Higher	Date: 16/08/2022 Venue: PSJ Town hall Time: 09:00am	07 – 09 - 2022

Bid Documents containing details and requirements of these projects will be available from **10 August 2022** at Port St. Johns Municipal **Finance offices**, upon payment of a **non-refundable fee of R571.00** per document (either in cash or by means of EFT made payable to Port St Johns Municipality). Municipal banking details are obtainable at Revenue Office. **Tender Documents will also be uploaded on eTenders website [www.etenders.gov.za](http://www.etenders.gov.za)** and can be downloaded for free bidders should ensure the printing of documents is as per the colors requested. **(failure to adhere to the requirement will lead to disqualification)**

Completed proposal and supporting documentation must be placed in a **sealed envelope** clearly marked on the outside of the envelope with bid details of project it is meant for, e.g: **PSJLM-ENG-2022/23- 04, Appointment of a qualified professional service provider for professional service of PSJ Municipality (Turnkey project) for Building of Community Hall in Ward 16 (failure to adhere to the requirement will lead to disqualification)**

The envelope must be dropped in the marked bid box placed at the **Reception Area - Port St. Johns Municipal offices, Erf 257 Main Street, not later than 11:00 AM on the date as mentioned above.** All the received bids will be opened in public at the same time and date.

All SCM related enquiries shall be directed to Mrs N. Baleni - Gxumisa within normal office hours at 078 890 4517 or [nbaleni83@gmail.com](mailto:nbaleni83@gmail.com), Technical Enquiries shall be directed to Mr Kwape on 082 798 5785 or [thabokwape@yahoo.com](mailto:thabokwape@yahoo.com) and Mr Obose on 072 703 8379 or [engineering@psjmunicipality.gov.za](mailto:engineering@psjmunicipality.gov.za)

Bidders will be evaluated on Tender data, Functionality assessment and Financial Offers.

**Price & Preferential Policy as per Port St Johns Supply Chain Management Policy**

**Price : 80 Points**

**B-BBEE Status Level of Contribution\* : 20 Points (Ref: Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations)**

**TOTAL : 100 Points**

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**BIDDERS MUST SUBMIT THE FOLLOWING:**

- Service Providers must be registered on CSD and submit a detailed CSD report.
- Bidders must be registered on CIDB with 4GB or higher.
- Attach valid Current Rates clearance statement of Company or Its Directors which is not older than 90 day's arrears obtained from your respective Municipality or attach a valid signed lease agreement by both Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder or its directors as per the Municipality's valuation roll does not own any property that is not older than 90 days, letter must be signed by BTO department representative and have original stamp from BTO department.
- Compliance Tax Pin for verification on SARS
- A certified copy of B-BBEE certificate and for joint ventures B-BBEE must be combined and certified, B-BBEE certificate must be SANAS approved or a signed Sworn Affidavit with original stamp from Commission of Oath not later than 90 days from the date of certification.
- For JV Bidders must attach a combined valid SANAS approved B-BBEE certificate.
- Current valid audited three year's Full financial statements prepared by Accredited Accountants and must be signed by Accountant and Service Provider.
- All other information is contained on the Tender Document, any other information to support the project must be provided.
- In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed by both parties' directors or as per company resolution and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- Company must submit a resolution letter, it must be on the letterhead of the company and must have stamp of the company, letter must be signed by both parties for JV.
- Failure to comply /complete the tender document and all the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned Bids will not be considered.

- Bidders will be assessed on Functionality and Price in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Policy Framework Act, 2000 (Act No.5 of 2000) as explained above.
- Proposals are to hold good for a period of 90 days (validity of bid) from the date of bids closing.
- If communication is not received from Port St Johns Municipality within 90 days of the bid consider your Bid as non-responsive.

Port St. Johns Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the bid or cancel the Bid.

**ISSUED BY:**

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**MR H.T HLAZO**  
**MUNICIPAL MANAGER**

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**DATE**

## **T1.2 TENDER DATA**

## T1.2 Tender Data

The conditions of tender are the standard conditions of tender as contained in Government Gazette No 38324 of December 2014 under Board Notice 151 of 2014, Construction Industry Development Board (CIBD) Standard for uniformity in construction Procurement.

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

The following variations, amendments and additions to the Standard conditions of tender as set out in the Tender Data below shall apply to this tender.

Clause Number	Tender Data
F1	<b>General</b>
F1.1	<b>The Employer is:</b> The Municipal Manager Port St Johns Municipality No. 257 Main Street <b>Port St Johns</b> 5120
F1.2	<b>Tender Documents</b>
	<p>1. The tender documents issued by the employer comprise:</p> <p><b><u>PART T1</u></b></p> <p><b>Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p><b><u>PART T 2</u></b></p> <p><b>Returnable Documents and Schedules</b></p> <p>T 2.1 List of Returnable Documents</p> <p>T 2.2 Returnable schedules</p> <p><b><u>PART C1</u></b></p> <p><b>The Contract</b></p> <p><b>Part C1: Agreement and Contract Data</b></p> <p>C 1.2 Forms of Offer and Acceptance</p> <p>C 1.3 Contract Data.</p>

	<p><b>Part C2: Pricing data</b> C 2.1 Pricing instruction C 2.2 Activity Schedule</p> <p><b>Part C3: Scope of Work</b> C 3.1 Scope of Work</p> <p><b>Part C4: Site information</b> C 4 Site Information</p> <p><b>Part C5: Additional Relevant Documents</b></p>			
F.1.4	<p><b>Communication.</b> The Employer’s Representative is;</p> <table><tr><td><p><b><u>Acting Accounting Officer:</u></b> Mr.Tshintu No. 257 Main Street PORT ST JOHNS 5120 Tel : 047 564 1208</p></td><td><p><b><u>Supply Chain Manager.</u></b> Miss.N. Baleni - Gxumisa No. 257 Main Street PORT ST JOHNS 5120 Tel : 047 564 1208</p></td><td><p><b><u>Technical Enquiries.</u></b> Mr Thabo Kwape. No. 257 Main Street <b>PORT ST JOHNS</b> 5120 Tel : 047 564 1208</p></td></tr></table>	<p><b><u>Acting Accounting Officer:</u></b> Mr.Tshintu No. 257 Main Street PORT ST JOHNS 5120 Tel : 047 564 1208</p>	<p><b><u>Supply Chain Manager.</u></b> Miss.N. Baleni - Gxumisa No. 257 Main Street PORT ST JOHNS 5120 Tel : 047 564 1208</p>	<p><b><u>Technical Enquiries.</u></b> Mr Thabo Kwape. No. 257 Main Street <b>PORT ST JOHNS</b> 5120 Tel : 047 564 1208</p>
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F 1.5.1.	<p><b>The Employer’s right to accept or reject any tender offer</b> The right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the GKM Local Municipality.</p>			
F2	<p><b>Tenderer Obligations</b></p>			
F2.1	<p>Only tenders that have in their management and employment, suitably registered as Professional Engineers or Technologist: Engineering in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) having a BEng or BSc or B-Tech Degrees or Diplomas in Engineering may Submit tenders.</p>			
F2.1.4	<p><b>Support Resources</b></p> <p>Tenders must indicate what resources that they have available and intend allocating to this project in Part T 1.</p>			
F2.1.5	<p><b>Professional indemnity insurance</b> The employer shall <b>not</b> award a contract to any tenderer that does not hold valid professional indemnity (PI) insurance.</p>			
F 2.4	<p><b>Confidentiality and Copyright of Documents.</b> Bidders shall treat all information as confidential in all matters arising in connection with</p>			

	this tender.
	<p><b>Clarification Meeting</b></p> <p>A compulsory clarification meeting will be held on:</p> <p>Date : <b>16/08/2022</b></p> <p>Location: Port St Johns Municipality ; Town Hall 257 Main Street <b>PORT ST JOHNS 5120</b></p>
F 2.11	<p><b>Alterations to the Tender Documents.</b></p> <p>No alterations, additions and reductions must be made to the tender document issued by the employer.</p> <p>No document must be unbounded or unbundled and other documents which were not part of the document added.</p> <p>All additional documents not requested by the employer and the tenderer feel that they might be important, they must be attached in the tender document.</p>
F 2.12	<p><b>Alternative tender offer.</b></p> <p>No alternative tender offers will be considered or accepted.</p>
F2.13	<p><b>Submitting tender offer:</b></p> <p>Return all the documents unbounded to the employer after completing them entirely.</p> <p>Tenders shall be signed by a person duly authorised to do so. Tenders submitted in joint ventures shall be accompanied by the document of formation of the joint venture.</p> <p><b>A two-envelope procedure will not be followed.</b></p> <p>The employers address for delivery of tender offers and identification to be shown on each tender envelope are:</p> <p>Location of Tender Box : Physical Address: Port St Johns Municipality , Municipal building, No. 257 Main Street Port St Johns 5120</p>
F2.15	<p><b>Closing Time</b></p> <p>The closing date and time for submission of tender offers is as per the one mentioned in the tender notice</p> <p>Tenders will be opened in public at the same time.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will <b>not</b> be considered.</p>
F2.16	<p><b>Tender Offer Validity</b></p> <p>The Tender offer validity period is 90 days from the closing date.</p>



F2.17	<p><b>Tender clarification after submission</b></p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>
F2.23	<p><b>The following actions are unacceptable and warrant an automatic disqualification.</b></p> <ul style="list-style-type: none"> <li>• If tender is not fully completed as required and as stipulated in the tender data.</li> <li>• If any tender document is tempered with or it is not binded or unbundled.</li> <li>• If Certified Copies of Identity Documents of shareholding members or members of CC any appropriate documents are not submitted.</li> <li>• If Certified Copies of Company Documents are not submitted.</li> <li>• Valid Tax registration number of pin is not available.</li> <li>• If the Professional Indemnity is not submitted.</li> <li>• If the Company Profile is not submitted.</li> <li>• If CV's of a proposed team are not submitted.</li> <li>• If Tenderer is not registered to the Central Supplier Database</li> </ul>
F. 3.11	<p><b>Evaluation Criteria</b></p> <p>Tenders will be evaluated in accordance with the procedures established in the Best Practice Guideline A3 of CIDB as stipulated in the Tender Data. The capacity and the capability of tenderers who submitted offers were established and those that did not have the capability and capacity to carry out the contract will be <b>eliminated</b>.</p> <p>Evaluation <b>Method 4</b>, The tender is evaluated on a balance between the price and quality and preference. <b>(Financial offer and B-BBEE and 80-20)</b></p> <p><b>The following steps will be followed in evaluation;</b></p> <ol style="list-style-type: none"> <li>1. Determination of whether or not tender offers are complete.</li> <li>2. Determination of whether or not tender offers are responsive.</li> <li>3. Determination of the reasonableness of tender offers.</li> <li>4. Confirmation of the eligibility of B-BBEE points claimed by tenderers.</li> <li>5. Determination of quality of tenderers.</li> <li>6. Awarding of points for financial offer.</li> <li>7. Ranking of tenderers according to the total points (Financial + B-BBEE) accumulated.</li> </ol> <p>Performance of risk analysis by checking the credit record of the tenderers.</p>
F.3.11	<p><b>The following criteria will be used to score points.</b></p> <p>The process to be used in the evaluation of tenders are stipulated below:</p> <p>The procedure for the evaluation of responsive tenders is Method 4.</p> <p>Tenderers shall be first evaluated on quality and subsequently on the basis of their</p>

financial offer and preference. **Tenderers that fail to meet 100 points out of a possible 120 points for quality shall be rejected out-right and shall not be assessed on any other criteria.**

The total number of tender evaluation points for quality shall be calculated as follows:

$$Nq = \frac{W2 \times (So)}{Ms}$$

Where W2 is the maximum number of points awarded for quality in this case 100  
So- is the score for quality for the submission under review  
Ms is the maximum possible score for quality in respect of a submission.

The following shall be used but not exclusively to assess quality (also see F.3.11.7 & F.3.11.8):

1. Specific project applicable expertise
2. Approach and methodology
3. Track Record

Section F3.11.7 and F3.11.8 shall apply for the scoring of the financial offer and points for preferences respectively.

**The maximum number of points awarded for the financial offer shall be 80 and the points for B-BBEE Status Level Contributor being 20.**

The calculation for total number of tender evaluation points Tev shall be done as follows

$$Tev = Nfo + Np$$

Nfo is number of points awarded for the financial offer

Np is number of points awarded for B-BBEE

Should the tenderer alter his tender in schedule C1.2.3.3 then for the tender evaluation purpose only, the Employer shall evaluate the alteration(s) as follows:

1. He will determine whether the tender is still responsive as a result of the alteration(s) required by the Tenderer. If it is not regarded as responsive, the tender shall be rejected without further consideration.
2. If the tender is regarded as responsive, the Employer will, at his sole discretion, determine the financial implication and adjust the tender price accordingly.
3. This adjusted tender price shall be used to determine the points score for the financial offer.
4. The contract price shall remain unchanged.

Up to 10 tender evaluation points will be awarded to tenderers who complete the referencing schedule: C1.2.3.2 Declaration claiming preference points entitlement and who are found to be eligible for the preference claimed. The evaluation shall be in accordance with: GKM Municipal Supply Chain Policy

- ## FUNCTIONALITY ASSESSMENT

<b>CRITERIA</b>	<b>Points Allocated</b>	<b>Maximum Points</b>	<b>Overall Points</b>
<b>PROFESSIONAL ENGINEERING SERVICES</b>			
<b><u>Capacity to undertake the job</u></b> <ul style="list-style-type: none"> <li>Project Leader - must have BSC Degree / B-Tech in Building Construction accompanied by a comprehensive CV and qualifications with 08 years' experience or more and must be a registered engineer.</li> <li>Company must have and attach Professional Indemnity Insurance not less than R1 million, letter must be on letterhead and have original stamp and must be signed .</li> <li>Qualified Draughtsman or Architecture – Must have ND in Arch structure and attach CV with 5 years or more experience in Designing of Building Construction</li> </ul> <p><b>(Certified copies of qualifications must have original stamp not older than 3 months)</b>  <b>NB</b> – Bidder must have all the required documentation in order to score the points (both qualification and cv) the team must be currently employed by the tenderer.</p>	<div>10</div> <div>10</div> <div>05</div>	<b>25</b>	
<b><u>Experience and expertise relevant to the job:</u></b> <ul style="list-style-type: none"> <li>Three (3) signed recommendation letters/ Completion certificate with appointment letters of value not less than R1000 000 from organizations where projects of similar nature were successfully completed.</li> </ul>	(10 each)	<b>30</b>	

<p><b>Note:</b> The certificate of completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount and the Duration of the Contract. The Letter of Completion must be signed and dated by an official from the client and Tenderer.</p>			
<p><b><u>Methodology (Needs to be submitted and must be, realistic and clear.)</u></b></p> <p>Should have the following topics:</p> <ul style="list-style-type: none"> <li>i. Scope management</li> <li>ii. Quality management</li> <li>iii. Risk management</li> <li>iv. Time management</li> <li>v. Cost management</li> </ul>			
<p><b>TOTAL POINTS</b></p>		<p><b>55</b></p>	
<p><b>CONSTRUCTION - BUILDING</b></p>			
<p><b><u>Capacity to undertake the job</u></b></p> <ul style="list-style-type: none"> <li>• <b>Project Manager</b> – Should have B-Tech in Building Engineering accompanied by a comprehensive CV with 08 years' experience in similar projects.</li> <li>• <b>Site Agent</b> - Should at least a National Diploma in Building Engineering accompanied by a comprehensive CV with 5 years' experience in similar projects.</li> <li>• <b>Health and Safety Officer</b> – Must have SAMTRAC qualifications or Equivalent and attach CV with 3 years or more experience as Occupational Health and Safety Officer, experience in building</li> </ul> <p><b>(Attach certified copies of qualifications with original stamp not older than 3 months) CV of team must be seen as currently employed by the tenderer.</b></p> <p><b><u>Proof of plant ownership / plant lease agreement or letter to hire such as : -</u></b></p> <ul style="list-style-type: none"> <li>• 8 Ton truck</li> <li>• LDV</li> </ul>	<p>10</p> <p>05</p> <p>05</p> <p>10</p> <p>5</p>	<p><b>20</b></p> <p><b>15</b></p>	

<p>Attach certified copy of proof from Enatis Ownership (Log book) and Valid Licencing Registration Dics OR letter of intent from the owner and proof of E-natis of the Owner must be accompanied by Owners Logbook and valid proof of registration licence Discs of the owner) to attain points. (Letter of intent must have original stamp of the company that the service provider intending to hire plant from and must state the duration for hiring intention and the letter must be signed by the company representative.)  <b>(attach certified copies with original stamp not older than 3 months)</b></p>			
<p><b><u>Experience and expertise relevant to the job:</u></b></p> <ul style="list-style-type: none"> <li>Three (3) signed recommendation letters / completion letters with appointment letters of value not less than R1 Million from organizations where projects of similar service were successfully completed.</li> </ul> <p><b>Note:</b> The certificate of completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount and the Duration of the Contract. The Letter of Completion must be signed and dated by an official from the client and the Tenderer.</p> <p>Both Client and Contractor experience must be for the Building of Community hall must sign completion letters. In order to attain points.</p>	(10 each)	<b>30</b>	
<b>Total</b>		<b>65</b>	
<b>Grand total</b>		<b>(55 + 65)</b>	<b>120</b>

**Bidders must take note of the following bid conditions:**

1. Attach Compliant Pin to be verified on SARS website.
2. Contractors must be register on CIDB with 4GB or higher
3. In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to

comply and submit all relevant documents and must be signed by all related parties. Both companies for JV must have a valid NHBRC certificate.

4. Failure to completely fill in the tender or MBD e.g. Form of Offer, declaration of interest will result in a tender deemed non-responsive.
5. Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
6. Failure to attach the requirements as per the Specification will invalidate your offer
7. Failure to submit an original certified copy of SANAS approved BBEE Certificate OR a signed sworn affidavit with original stamp from Commission of Oath and original signature of deponent will result in a bidder losing points allocated for BBEE.
8. For JV Bidders must attach certified combined valid SANAS approved B-BBEE certificate failure to attach will result in losing points.
9. Attach Rates clearance statement of a Company or its Directors which is not older than 90 days obtained from your respective Municipality or a valid signed lease agreement by both parties Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not older than 3 Months, the letter must be signed and originally stamped by the office of the BTO representative.
10. Attach audited valid current three years' financial statements for all bids with CIDB grading above 3 GB, applicable to Joint Ventures as well. Financial Statements must be signed by all related parties – director and accountant.
11. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive.

**Bidders must further note that:**

1. Bidders not registered on Central Supplier Database will not be considered.
2. Bidders must be registered on CIDB and provide CRS Number.
3. The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes and levies and those that are in the service of the state.
4. Misrepresentation of address of the business with the aim of earning points may lead to disqualification
5. Non-disclosure by service providers who are in the employ of the state may lead to disqualification

6. Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful unless communicated otherwise.

#### **1. PERFORMANCE MANAGEMENT CRITERIA**

- Duration of the Projects is 8 months

#### **2. VALIDITY PERIOD REQUIREMENT**

- 90 days validity

#### **3. SPECIAL CONDITIONS OF CONTRACT**

- N/A

#### **4. PROJECT MANAGEMENT**

- The Service Provider will work very closely with the Port St Johns Local Engineering Services Staff

#### **5. PROJECT TIME - FRAME**

- Duration of the Project is 8 Months

#### **6. PREFERENTIAL EVALUATION FOR CRITERIA**

<b>PRICE</b>	<b>80</b>
<b>BBBEE Contribution Status level</b>	<b>20</b>
<b>Total points for PRICE and B-BBEE must not exceed</b>	<b>100</b>

As per the Port St Johns Municipality supply chain policy.

#### **7. INSTRUCTIONS TO BIDDERS**

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

#### **8. SUBMISSION REQUIREMENTS AND SELECTION CRATERIA**

9. Bidders are required to submit the following documents (copies must be certified):

- **Attach Valid SARS Pin**
- **Attach Original BBBEE Certificate or attach copy of the certified BBBEE or Original Certified DTI Sworn Affidavit (Bidders will attain zero points for BBBEE who failed to submit)**
- **Bidders must attach their CIDB CRS NO.**
- **Bidders to attach VALID audited Current Three-year Financial Statements be signed by director and accountant who was preparing the Financial statements**

## **10. Invalid or non-submission of the documents listed above will lead to the disqualification**

All bidders must be registered on the Central Supplier Data Base and it is the bidder's responsibility to ensure that the document does exist and verification of such registration will be done by the municipality and where the bidder is found to be not registered or have submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid.

## **11. SERVICES TO BE PROVIDED**

The services required by the Contracting Authority` are described in these Terms of Reference.

## **12. PARTICIPATING**

- 12.1 Participation in this bid is open to everyone.
- 12.2 Bids should be submitted by the same service provider, consortium or Joint Venture, which has submitted the proposal on the basis of the above. **No change whatsoever in the identity or composition of the bidder is permitted;** allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract;

## **13 VARIANT SOLUTIONS**

- 13.1 Any variant solutions will not be taken into consideration.

Bids will be valid for a period of 90 days, an extension of Bid Period can be requested by the Municipality to the Service for a further 60 days from the date of notification that the bid expires.

## **14. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF BIDDERS**

14.1 The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

14.2 Bidders may submit questions in writing to the following address For Technical Enquires Mr Kwape to [thabokwape@yahoo.com](mailto:thabokwape@yahoo.com) and SCM Enquires be directed to Mrs N Baleni - Gxumisa at [nbaleni83@gmail.com](mailto:nbaleni83@gmail.com) up to 7 days before the deadlines for submission of bids, specifying the **publication reference** and the **bid title**.

14.3 Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 7 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

**NB: - Bidders must use the stated email for tender enquiries.**

14.4 Visit by individual prospective bidder during the bids period are not permitted other than the site visit for good reasons.



## **15. SUBMISSION OF BID**

15.1 Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

15.2 Any infringement of these rules (e.g. unsealed envelopes) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

- a) The address for submission of bid indicated above;
- b) Envelops must be sealed failure to do that tender the tender will be disqualified.

## **16. ALTERATIONS OR WITHDRAWAL OF BIDS**

19.1 Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

All alteration with in the tender Document must be signed for, failure to sign will lead to bid being disqualified

## **17. COSTS FOR PREPARING BIDS**

17.1 No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder.

## **18. OWNERSHIP OF BIDS**

18.1 The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

## **19 CONFIDENTIALITY**

19.1 The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

19.2 The evaluation reports and written records, in particular, are for official use only and may not be communicated to neither the bidders nor to any party other than the Contracting Authority.

## **20. ETHICS CLAUSES**

- 20.1 Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.
- 20.2 The bidder must not be affected by any potential conflict of interest.
- 20.3 The Port St Johns Local Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, “corrupt practices” are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 20.4 Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 20.5 Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

## **21. DOCUMENTARY EVIDENCE REQUIRED FROM THE SUCCESSFUL BIDDER**

- 21.1 The successful bidder will be informed in writing that its bid has been accepted (notification of award).

## **22 SIGNATURE OF CONTRACT (S)**

- 22.1 Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

22.2 Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

22.3 The other candidates will be informed that their bids were not accepted, by means of a standard letter.

## 23. CANCELLATION OF THE BIDS PROCEDURE

23.1 In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders unless there is no other means but to open the envelop to get the address.

## 24. CANCELATION MAY OCCUR WHEN:

24.1 The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;

24.2 The economic or technical data of the project have been fundamentally altered.

24.3 In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

The tender will be adjudicated on the basis of the Preferential Procurement Policy Framework Act (Act No.5, 2000), and the regulations pertaining thereto (2017), as well as the **Port St Johns Local Municipality's** Supply Chain Management policy. **80/20** preference point system will be used as per the Port St Johns LM SCM policy.

### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPFA) POINTS WILL BE AWARDED AS FOLLOWS AS PER THE SUPPLY CHAIN MANAGEMENT POLICY**

- |  |           |
|--|-----------|
| • Price                                  | 80 Points |
| • B-BBEE Points Status Level Contributor | 20 Points |

NB: **Calculation of Points for Price** (P<sub>s</sub>)

*The points scored for Price will be calculated using the following formula:*

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

Where  $P_s$  = points scored for price by tender under consideration

$P_{min}$  = price of lowest acceptable tender

$P_t$  = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

**NB:** Lowest acceptable tender should be within -10% of the Budget

B-BBEE Points will allocate as follows:

B-BBEE Status Level contributor	Number of Points
1	20
2	18
3	14
4	12
5	08
6	06
7	04
8	02
Non-Compliant	0

## **PART T2**

<b>T2    RETURNABLE DOCUMENTS</b>
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## **T.2. LIST OF RETURNABLE DOCUMENTS**

### **Returnable Documents (T2)**

#### **T2.1 List of Returnable Documents**

#### **T2.2 Returnable Schedules**

## **T2.1: LIST OF RETURNABLE DOCUMENTS**

### **1. T.2.1. Returnable Documents Required for Tender Evaluation Purposes(T2.1)**

Form 2.1.1	Ownership of Tenderer's Entity
Form 2.1.2	Declaration of interest
Form 2.1.3	Authority for Signatory
Form 2.1.4	Schedule of Work Carried Out by Tenderer
Form 2.1.5	Proposed Key Personnel
Form 2.1.6	Schedule of Infrastructure and Resources
Form 2.1.7	Schedule of Proposed Sub Consultants
Form 2.1.8	Financial References

### **2. T.2.2. Other Documents Required for Tender Evaluation Purposes.**

Form 2.2.1	Certificate of Tenderers attendance at the clarification meeting
Form 2.2.2	Proof of Professional Indemnity Insurance.
Form 2.2.3.	Proof of membership of Engineering Council of South Africa, South African Association of Consulting Engineers (SAACE) / South African Black Technical (SABTACO)
Form 2.2.4	Declaration of Good Standing regarding Tax.
Form 2.2.5	Schedule of Approach and Methodology
Form 2.2.6.	CV'S of Key Personnel to be used in this Project.

## **FORM 2.1.1 OWNERSHIP OF THE TENDERER'S ENTITY**

State whether the Tenderer is a company, a partnership, a person or a closed corporation by making an X in the appropriate space.

Company	
---------	--

Partner- ship	
------------------	--

Person	
--------	--

Closed Corporation	
-----------------------	--

(Make an X in the appropriate space)

### **2. Information to be provided**

#### **2.1 IF THE TENDERER IS A COMPANY:**

- (a) Affix a certified copy of the Certificate of Incorporation and on the following page.
- (b) List the Directors and each Director's date of appointment

---



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*(Attach Certified copies of ID'S of the Directors)*

#### **(c) List the Shareholders**

Name	% Share	Male/Female	HDI (Yes/No)*
------	---------	-------------	---------------

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*(Attach Certified Copies of ID'S of Shareholders)*

- (d) List all companies of which your Company is a shareholder

---



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#### **2.2 IF THE TENDERER IS A PARTNERSHIP:**



- (a) List the partners and state each partner's share in the partnership

Name	% Share	Male/Female	HDI (Yes/No)*
_____			
_____			
_____			

*(Attach Certified Copies of ID'S of Members of the Partnership)*

**2.3 IF THE TENDERER IS A PERSON:**

- (a) Provide the full name and qualifications of the person

Name	% Share	Male/Female	HDI (Yes/No)*
_____			
_____			

**2.4 IF THE TENDERER IS A CLOSED CORPORATION:**

- (a) Affix a certified copy of the CK 2 Form on the following Page.
- (b) List the members and state each member's share in the closed corporation

Name	% Share	Male/Female	HDI (Yes/No)*
_____			
_____			
_____			

*(Attach Certified Copies OF ID'S of Members of the CC*

- 2.5 LOCALITY OF TENDERS** (attach copy of recent municipal services account on the Following page):

.....  
**SIGNATURE OF TENDERER**

.....  
**DATE**

**Affix and Attach Relevant Documents Here (CK Document)**

**Affix and Attach Relevant Documents Here certified ID Copies**

## **FORM T 2.1.2. DECLARATION OF INTEREST**

No tender will be awarded to any persons in the service of Port St Johns Municipality.

1. Any person, having a kingship with persons in the service of PSJ Municipality, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In the view of possible allegations of favouritism, should the resulting tender or part thereof, be awarded to persons connected with or related to persons in the service of state, it is required that the tenderer or their authorised representative declare their positions in relation to the evaluating/adjudication authority and/or take oath declaring his/her interest.

2. In order to give effect to the above, the following questionnaire must be completed by the tenderer and submitted together with the tender.

2.1. Full Name: .....

2.2. Identity Number: .....

2.3. Company Registration Number:.....

2.4. Tax Reference Number: .....

2.5. Vat Registration Number: .....

2.6. Are Presently in the service of Municipality **YES/NO**

2.6.1. If so furnish particulars

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

2.6.1.1. Have you been in the service of the Municipality for the past twelve months

**YES/NO**

2.6.2. If so furnish the particulars

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

2.7. Do you, have any close family members or persons in the service of the Municipality and who may be involved with the evaluation and or adjudication of this tender

**YES/NO**

2.7.1. If so furnish the details

.....  
.....

2.8. Are you aware of any relationship between the tenderer and any persons in the service of the Municipality who may be involved with the evaluation and or adjudication of this tender

**YES/NO**

2.8.1. If so furnish particulars

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

2.9. Are any of the company's Directors, Managers, principle shareholders or stakeholders in the service of the Municipality

**YES/NO**

2.9.1. If so furnish particulars

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

2.10. Are any of your spouse, child or parent of company's Directors , Managers Principle Shareholders or Stakeholders in the service of the Municipality

**YES/NO**

2.10.1. If so, furnish particulars

.....  
.....

**CERTIFICATION**

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

**CERTIFY (in the presence of Commissioner of Oaths) THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE PORT ST JOHNS MUNICIPALITY MAY ACT AGAIST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

**Signature of the Tenderer:**

\_\_\_\_\_

**STAMP OF COMMISSIONER OF OATHS**

### **FORM 2.1.3 AUTHORITY FOR SIGNATORY**

Signatories for companies must establish their authority by attaching to this form a copy of the relevant resolution by their Board of Directors, duly signed and dated.

"By resolution of the Board of Directors taken .....

Mr/s .....

has been duly authorized to sign all documents in connection with Contract No .....

and any Contract which may arise therefrom on behalf of (block capitals) .....

.....

.....

**IN HIS CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**SIGNED ON BEHALF OF THE COMPANY BY MEMBERS OF THE COMPANY OR CLOSED COOPERATION OR ENTERPRISE AS FOLLOWS;**

No	Member's Name	Capacity	% Shareholding	Signature

**AFFIX COMPANY LETTER HEAD CERTIFYING THE ABOVE RESOLUTION  
ON THE FOLLOWING PAGE.**

**Affix Company letter here**



**FORM 2.1.4: SCHEDULE OF WORK CARRIED OUT BY TENDERER**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or specifically bridge construction of the similar size or more. This information is material to the award of the Contract.

Description	Value in Rands	Year Completed	Client and Representative	Contact No

This information is material to the assessment of company's capabilities to handle a project of this magnitude.

**Signature of the Tenderer:** \_\_\_\_\_

### **FORM 2.1.5 PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, mentoring experience, experience on handling road & bridge projects of similar nature, positions held and their qualifications.

No	Name	Qualification	Designation	HDI Status	PR Number

*(Provide more details on the CV'S to be attached as per form 2.2.5 in the returnable schedules)*

**Signature of the Tenderer:** \_\_\_\_\_

## **FORM 2.1.6: SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**Infrastructure and resources available.**

**Physical facilities and Buildings.**

Description	Address	Area (m <sup>2</sup> )

### **Equipment**

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

Description: Hardware: Printers and Plotters	Number of units
Description :Personal Computers	Number of units
Description: Software: Design and Draughting.	Number of units

## **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? -----

---

### **List your current contracts and obligations**

<b>Description</b>	<b>Value (R)</b>	<b>Start date</b>	<b>Duration</b>	<b>Expected completed date</b>

## **Staffing Profile**

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

<b>Permanently employed staff : gender and race</b>	<b>Number of staff</b>

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

### **FORM 2.1.7 SCHEDULE OF PROPOSED SUBCONSULTANT**

The Tenderer shall, in accordance with the provisions of condition of tender, list below the subcontractors he proposes to employ for part(s) of the work.

The naming of any proposed sub consultant/s hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a Tender shall not be construed as approval of any or all of the listed sub consultant/s, neither shall it in any way limit or detract from the powers of the Engineer and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Tenderer from deviating In any way during the Contract from the list of proposed sub consultant/s hereunder if the Tender is accepted

If any or all of the sub consultant/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub consultant/s not listed below is approved by the Client.

<b>Part or Type of Work</b>	<b>Proposed Sub-Consultant</b>	<b>Work Recently Executed by Sub-consultant</b>

**Signature of the Tenderer:**

\_\_\_\_\_

**FORM 2.1.8: FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference.

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	(       )
Fax number	(       )
Account number	

**TENDERER'S TAX DETAILS**

Tenders VAT vendor registration number: -----

Tenderer's SARS tax reference number: -----

**Signature of the Tenderer:** \_\_\_\_\_

**T.2.2. Other Documents Required for Tender Evaluation Purposes.**

Form 2.2.1 Certificate of Tenderers attendance at the clarification meeting

Form 2.2.2 Proof of Professional Indemnity Insurance.

Form 2.2.3. Proof of membership with Professional Bodies,  
South African Association of Consulting Engineers (SAACE)  
/ South African Black Technical (SABTACO) OR any other  
Professional body of South Africa.

Form 2.2.4 Declaration of Good Standing regarding Tax.

Form 2.2.5. CV'S of Key Personnel to be used in this Project.



**FORM 2.2.1 CERTIFICATE OF TENDERDER'S ATTENDANCE AT THE  
COMPULSORY SITE/CLARIFICATION MEETING**

This is to certify that I, -----

Representative of (Tenderer) -----

Address: -----

-----

Telephone Number: (            ).....

Fax Number :        (            ).....

**(Visited and examined the Site) attended Clarification Meeting on (date) .....**

In the company of (Engineer/Engineer's Representative) -----

**PLEASE NOTE:**

**Attendance register will be used to clarify the attendance of the compulsory site briefing.**

**TENDERDER'S REPRESENTATIVE: -----**

**ENGINEER'S / CLIENT'S REPRESENTATIVE: -----**

**FORM 2.2.2 PROOF OF PROFESSIONAL INDEMNITY**

Affix proof of Your Entities Professional Indemnity Insurance from an accredited Financial Institution on this page.

-

**FORM 2.2.3 PROOF OF MEMBERSHIP WITH PROFESSIONAL BODIES.**

Affix Proof of membership of your **Entity** with Professional Bodies on this page for Example;

- Consulting Engineers of South Africa CESA
- South African Association of Consulting Engineers (SAACE)
- South African Black Technical (SABTACO)
- ECSA registration for project team
- Any other professional accredited professional bodies in South Africa.



**FORM 2.2.4 DECLARATION OF GOOD STANDING REGARDING TAX**

<b><i>SOUTH AFRICAN REVENUE SERVICES</i></b>	Bid No: .....  Closing Date: .....
<b><i>DECLARATION OF GOOD STANDING REGARDING TAX</i></b>	
<b><i>PARTICULARS</i></b>	
1. Name of Taxpayer/Bidder: .....  2. Trade Name: .....  3. Identification Number: (If applicable) <span style="float: right;"> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </span>  4. Company / Close Corporation registration number: <span style="float: right;"> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </span>  5. Income Tax reference number: <span style="float: right;"> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </span>  6. VAT registration number: (If applicable) <span style="float: right;"> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </span>  7. PAYE employer's registration number: (If applicable) <span style="float: right;"> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </span>  8. Monetary value of bid: <span style="float: right;"> <input style="width: 250px;" type="text"/> </span>	
<b><i>DECLARATION</i></b>	
<p>I, ..... the undersigned, the above taxpayer/bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue,</p> <p style="padding-left: 40px;">..... to satisfy them.*</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> <p>.....</p> <p><b>SIGNATURE</b></p> </div> <div style="width: 30%;"> <p>.....</p> <p><b>CAPACITY</b></p> </div> <div style="width: 30%;"> <p>.....</p> <p><b>DATE</b></p> </div> </div> <p><b><u>PLEASE NOTE:*</u></b> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.</p>	

**Affix Tax Clearance Certificate on this page.**

**FORM 2.2.5 CV'S OF KEY PERSONNEL TO BE USED IN THIS PROJECT.**

Provide two paged CV of Each key Personnel to be used in this project.

Attach certified copies of the following to the CV;

- ID
- Highest Qualification.
- Proof of Registration with ECSA.
- Proof of registration with professional bodies.

*(Affix the CV's, company profile and Attachments in a form of a booklet to the following Page.)*

**Attach CV and Company Profile Booklet on this Page**



## **PART C 1**

<b>C1 CONTRACT DATA</b>
-------------------------

### **C1 AGREEMENT AND CONTRACT DATA**

**C1.1 Form of offer and acceptance**

**C1.2 Contract Data**

## **C. 1. FORM OF OFFER AND ACCEPTANCE**

### **PART 1: FORM OF OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: Appointment of a qualified professional service provider for professional service of PSJ Municipality (Turnkey project) for Building of Community Hall in Ward 16

<b>Project Number</b>	<b>Description</b>	<b>Tick (√) tendered project</b>
PSJLM-ENG-2022/23 - 04	Appointment of a qualified professional service provider for professional service of PSJ Municipality (Turnkey project) for Building of Community Hall in Ward 16	

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 PRICE INCLUSIVE OF VALUE ADDED TAX IS**

<b>Project Number</b>	<b>Amount in words</b>	<b>Amount in figures</b>
PSJLM-ENG-2022/23 - 04		

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.

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

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

Capacity: \_\_\_\_\_

**For the Tenderer:** \_\_\_\_\_  
(Tenderer's address)

**Name & Signature of Witness** \_\_\_\_\_ Date \_\_\_\_\_

## **PART B: ACCEPTANCE**

*(To be completed by the Employer)*

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.

The terms of the contract, are contained in

- Part C1            Agreements and Contract Data, (which includes this Agreement)
- Part C2            Pricing Data
- Part C3            Scope of Work
- Part C4            Site Information

and drawings (if applicable) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above and for the following Project(s):

Project Number	Description
PSJLM-ENG-2022/23 - 04	Appointment of a qualified professional service provider for professional service of PSJ Municipality (Turnkey project) for Building of Community Hall in Ward 16

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.

Signature:

Date:

Name:

Capacity

For the Employer

(Name and address of organisation)

Name

Signature

Of Witness

Date

**7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

## DECLARATION OF INTEREST

---

1. Any legal person, including person employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship cannot, may make an offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/ her authorized representative declare his/her position in relation to the evaluating / adjudicating authority and / or take an oath declaring his / her interest, where -

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

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

- 2.1 Are you or any person connected with the bidder, **YES / NO** employed by the state?

- 2.1.2 If so, state particulars.
- 
- 

- 2.2 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the state and who may be involved with the evaluation and or adjudication of this bid?

- 2.2.1 If so, state particulars.
- 
- 

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

- 2.3.1 If so, state particulars.
- 
-

## DECLARATION

I, the undersigned

(name).....

certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct. I accept that the state may act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

---

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

3.1.	Full Name of bidder or his or her representative		
3.2.	Identity Number		
3.3.	Position occupied in the Company (director, shareholder etc.)		
3.4.	Company Registration Number		
3.5.	Tax Reference Number		
3.6.	VAT Registration Number		
3.7.	Are you presently in the service of the state?	YES	NO
3.7.1.	If so, furnish particulars:		
3.8.	Have you been in the service of the state for the past twelve months?	YES	NO

3.8.1.	If so, furnish particulars:		
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1 MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

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

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

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

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

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

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

3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1.	If so, furnish particulars:		
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1.	If so, furnish particulars:		
3.11.	Are any of the company’s directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12.	Is any spouse, child or parent of the company’s directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		



4. DECLARATION

I, the undersigned (name)\_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.  
I accept that the state may act against should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

**9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)**

**NB:**

**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).

1.2. The value of this bid is estimated to not exceed R1,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

1.3.1. The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1. Price	80
1.3.1.2. B-BBEE status level of contribution	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

## 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. “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 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, skills and knowledge in an activity for the execution of a contract;
- 2.8. “Contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. “EME” means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 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 bid 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 bidder;
- 2.12 “Non-firm Prices” means all prices other than “firm” prices;
- 2.13 “Person” includes a juristic person;

- 2.14 “Rand Value” means the total estimated value of a contract in South African currency, calculated at the time of bid 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 bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid 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 bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20                      or                      90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

**Where:**

$P_s$  = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration  
Pmin = Comparative price of lowest acceptable bid

## 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 bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2. Bidders 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. Bidders 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 bid.

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 bid documents that such a bidder 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 bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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. BID DECLARATION

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

<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>	
6.1.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 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).

## 2. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-consulted? ( <i>Tick applicable box</i> )	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subconsulted?				
7.1.1.2. the name of the sub-consultant?				
7.1.1.3. the B-BBEE status level of the sub-consultant?				
7.1.1.4. whether the sub-consultant is an EME? ( <i>Tick applicable box</i> )	YES		NO	

### 3. DECLARATION WITH REGARD TO COMPANY/FIRM

<b>Name of Enterprise</b>		
<b>VAT registration number</b>		
<b>Company registration number</b>		
<b>TYPE OF ENTERPRISE (Tick applicable box)</b>	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Company	
	Close Corporation	
<b>Describe principal business activities</b>		
<b>Company Classification (Tick applicable box)</b>	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
<b>TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS</b>		

9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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;
- (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 bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder 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 audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

<b>SIGNATURE:</b>	<b>NAME (PRINT):</b>	
<b>CAPACITY:</b>	<b>DATE:</b>	
<b>NAME OF FIRM:</b>		

## 10. MBD 7.2 CONTRACT FORM-RENDERING OF SERVICES

### MBD 7.2

#### CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.



- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	.....	<div>WITNESSES</div> <div>1 .....</div> <div>2 .....</div> <div>DATE: .....</div>
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**CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## MBD 8

### 11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. 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 bid.

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

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1 If so, furnish particulars:		
4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.7.1 If so, furnish particulars:		

## 5. CERTIFICATION

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

<b>12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
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1. This Municipal Bidding Document (MBD) must form part of all bids 2 invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). 3 Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

#### **PORT ST JOHNS MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

*2 Includes price quotations, advertised competitive bids, limited bids and proposals.*

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

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 4 will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - f) Prices;
  - g) Geographical area where product or service will be rendered (market allocation
  - h) Methods, factors or formulas used to calculate prices;

- i) The intention or decision to submit or not to submit, a bid;
  - j) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - k) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the

Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

- 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.***

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

## **C1.2 CONTRACT DATA**

The Conditions of Contract are the *Standard Professional Services Contract (September 2005)* Published by the Construction Industry Development Board. Each item of data given below is cross-referenced to the clause in the Conditions of Contract (obtainable from the Construction Industry Development Board's website) to which it mainly applies.

### **PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

<b>Clause</b>	<b>Description</b>
<b>3.4 &amp; 4.3.2</b>	<p>The Employer is the:  Port St Johns Municipality  No.257 Main Street  <b>PORT ST JOHNS</b>  5120</p> <p>Port St Johns Municipality Municipal Offices  No.257 Main Street  <b>PORT ST JOHNS</b>  Telephone (047) 564 1208  Fax Number (047) 564 1206</p> <p>E-mail <a href="mailto:nbaleni83@gmail.com">nbaleni83@gmail.com</a></p>
<b>1</b>	Appointment of a qualified professional service provider for professional service of PSJ Municipality (Turnkey project) for Building of Community Hall in Ward 16
<b>4.3.2</b>	<p>The authorised and designated representative of the Employer is:</p> <p>Name: Mr T. Kwape</p> <p>The address for receipt of communications is:</p> <p>Telephone: (082) 798 5785</p> <p>Facsimile: (047) 564 1206</p> <p>Address: 257 Main Street, Port St Johns 5120</p>
<b>3.6</b>	The Service Provider may not release public or media statements or publish material related to the services or project under any circumstances
3.11	The penalty payable is R1000.00 per Calendar Day for delaying the project
3.14	The Programme shall be submitted within 3 days of the award of Contract.



5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule.
5.5	The Service Provider is required to obtain the Client's approval before moving to any stage of the project.
8.1	The Service Provider is to commence the Performance of services within 3 days of date that the Contract becomes effective
11.1	Should a Service Provider wishes to subcontract any work, he shall do so by providing three quotations to the employer for approval.
9.1	Copyright of document prepared for the project shall be vested with the Port St Johns Municipality .
12.1	Settlement of dispute will be through an arbitrator.
	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
	Close Out fees of the professional fees will be retained where applicable and will only be released upon the submission to Port St Johns Municipality As-Build drawings and or Close-Out report.
	Service Provider shall be paid within 30 calendar days from the date of receipt of the correct Tax Invoice by the Port St Johns Municipality.
	It is mandatory for all Service provider to be registered to the Central Supplier's Database in order to be considered for the bidding processes.
	Availability of a Quantity Surveyor within the firm is mandatory for this contract

**Signature of the Tenderer:**

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## PART C

<b>C2      PRICING DATA</b>
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C2.1    Pricing Instructions

C2.2    Bill of Quantities / Schedule of Activities

## **C2.1 PRICING INSTRUCTIONS**

- 1 The Standard for Uniformity, the Guidelines for scope of Services and Tariffs of Fees, the Contract Data, the Specifications (including the Project Specifications) shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Consulting Engineer's profit and costs of general liabilities and of the professional services rendered for the planning, design and contract supervision.
- 3 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the planning, design and contract supervision of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 4 The professional fees shall be based on the estimated construction amount stated in the bill and it should include all additional services such as working on waste water treatment plant, civil, mechanical and electrical, concrete work, alteration to the existing work and water & sanitation in the rural areas.
- 5 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "**rate only**" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.

- 6 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Consulting Engineer. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- 7 A price or rate is to be entered, in **BLACK INK** and no erasing fluid can be used. When a mistake has been made, you must put a line across the figure and initial next to it before putting a new figure.
- 8 Please remember to finalise your project bid by carrying forward the total inclusive of VAT to the form of offer. Failure to do so will lead to disqualification
- 9 The construction supervision level proposed must be stated in the bill before pricing the item

## **BILLS OF QUANTITIES**

Item	Description				
1.0	NORMAL SERVICES	UNIT	QTY	RATE	AMOUNT
1.1	Preliminary Design	%	1		
1.2	Design and Tender	%	1		
1.3	Working Drawings	%	1		
1.4	Construction	%	1		
1.5	Close-out	%	1		
1.6	<b>Sub-total</b>				
2.	<b>Additional Services</b>				
2 1	Survey	Sum	1		
2.1.1	Mark up for item 2.1	%			
2.2	Geotechnical information	Sum	1		
2.2.1	Mark up for item 2.2	%			
2.3	Occupational Health & Safety duties on behalf of the Employer	Sum	1		
2.3.1	Mark up for item 2.4				
2.4	<b>Sub total</b>				
4.1	Travel	Sum	1		
4.2	Recoverable expenses	Sum			
4.3	<b>Sub-total</b>				
5.0	Time basis				
5.1	Category A	Hr			Rate only
5.2	Category B	Hr			Rate only
5.3	Category C	Hr			Rate only
5.4	Category D	hr			Rate only
6.0	<b>TOTAL (sum of items 1.6,2.5,4.3)</b>				
6.1	Add: VAT (15%)				
6.2	<b>TENDER AMOUNT</b>				
E	<b>CONSTRUCTION COST</b>				
7.1	Add: VAT (15%)				
7.2	<b>TOTAL CONSTRUCTION COST</b>				
7.3	<b>TOTAL OVERALL(A,B,C,D,E)</b>				

**SCHEDULE OF APPROACH AND METHODOLOGY**

**PROJECT NO:**

**Understanding the terms of reference / brief**

1. Explain your understanding of the terms of reference or brief including the mentorship programme approach. What is required in term of the project stated above?

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2. Explain your understanding of the Project

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3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.

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4. Briefly state if you have any innovative designs for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable designs at presently undertaken as the norm.

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**Signature of the Tenderer:** \_\_\_\_\_

## **PART C 3**

### **C3 SCOPE OF WORK**

#### **C 3.1 DESCRIPTION OF THE PROJECT**

Port St Johns Municipality, through its IDP identified the need to construct a community hall which falls under ward 16 of Port St Johns Municipality and O.R Tambo District Municipality.

#### **PURPOSE**

It is the intention of the Port St Johns Municipality to enter into a formal contract with a qualified Service provider that will carry out the described hereunder. It must be understood that the appointed bidder will do construction to completion under Municipal Equitable Share Grant. Port St Johns Local Municipality as the Client will be responsible for the Tender Documentation, Monitoring and supervisions, Preparations of claims and any decisions that will be taken throughout the project.

The purpose of the PMU is to manage the Municipality Equitable share-funded and ideally includes the management of the entire infrastructure funded projects and activities in order to adhere to the grant requirements as contained in the policy framework document and relevant municipal infrastructure documents. The PMU is aware of the various interfaces in terms of national, provincial and local government, and incorporated these aspects in the planning of the PMU

#### **PROJECT DETAILS**

<b>Province:</b>	Eastern Cape
<b>Municipality:</b>	Port St John Local Municipality
<b>Project Name:</b>	<b>APPOINTMENT OF A QUALIFIED PROFESSIONAL SERVICE PROVIDER FOR PROFESSIONAL SERVICES OF PORT ST JOHNS LOCAL MUNICIPALITY (TURNKEY PROJECT) OF ONE COMMUNITY HALLS 2022/23 UNDER EQUITABLE SHARE GRANT</b>

#### **SUMMARY BRIEF**

Bidders are requested from suitably qualified and registered joint ventures for Civil Engineering works with a CIDB grading 4GB or Higher for Port St Johns Villages through Equitable share Grant.

#### **CONSTRUCTION OF COMMUNITY HALL IN WARD 16**

##### **The scope to be done is one Community Hall**

The scope of works includes but not limiting the following:

- Construction of community of Min 28m X 17m with steel frame and brick wrap columns around steel frame
- Office cashier
- Combo Kitchen and Tuck Shop

- 2 Change rooms (male and female) on stage
- All Floors to have vynal tiles
- Stage with ramp and steps
- 2 x 5000L Water Tanks
- 3x Double Door with security burglars with exit signs
- Single doors in private spaces
- Windows with security burglars
- 6 unit stand alone block of Ablution Facilities with related items, burglars at entrance away and screen wall
- Fencing of 240 meters with 1.8m galvanised welded mesh, 60m x 2700mm galvanised with steel cap, steel double gate for vehicles, single gate for pedestrians, razor wire and related items
- Electrification
- Gravel Driveway and Parking,
- Nameboard Installation

**The project entails the following deliverables;**

Planning

Preliminaries

Design

Monitoring/Supervision

Project management

Close-out reports

### Meetings

It is envisaged that the Contractor will be attending the following meetings at his/her own costs:

Meeting	Frequency
Site Inspection (Quality Assurance)	twice a month
Site Meetings	twice a month
Pre-Inspections	once/ zone
Project Closing Out Meeting	once
Final Hand-over	once
Safety meeting	once/month
Feedback meetings	once/month

### Recording of Tests / Compliance / Safety Data

The contractor will provide the books / manuals for recording the above data.

### Programme

A detailed construction and resource schedule to be provided by contractor as indicated. This becomes part of the contract. Failure to provide this may result in disqualification.

The tasks to be performed are summarised as follows:

- Mobilise a project team to execute the project
- Formulate a project execution plan
- Submit plan for approval
- Implement the plan to effectively and efficiently deliver the project in terms of the plan within the stipulated time frames.

Planning; Design; Preparing of construction standards; Contract administration; Construction management; Community Liaison and Project management

The major work components to be undertaken, associated steps and the resultant deliverable to be achieved are as follows:

1. Project is planned, designed and implemented through a turnkey
2. A work plan is developed, approved and implemented accordingly
3. Reporting to the department of Engineering is done every month on the department's monthly report

Deliverables to be achieved as a result of this activity comprise the following:

1. Approved Designs
2. Approved Plan
3. Construction and Monitoring
4. Close-up

Establishment and mobilisation of the project construction and commission will include the following main activities:

1. Site Establishment as per the approved plan
2. Contractor's work programme
3. Recruitment/mandating of programme management team
4. Procurement of material
5. Proper reporting and filling by the contractor

Implementation of construction works programme

1. Physical construction on site as per the approved designs
2. Construction done in compliance with relevant health and safety requirements
3. Quality of workmanship observed during construction

Deliverables to be achieved as a result of this activity comprise:

1. Work completed as per the approved work programme
2. Quality inspection reports on completed work

Management of Project Delivery – comprising on-going management of the project to achieve the project delivery on time to stipulated specification and within budget.

This work component will include the following:

1. Scope Management of contracts
2. Administration of Contracts, payment certification and confirmation
3. Cost Control and forecasting of cash flows
4. Quality Control



5. Time scheduling of the overall programme based on progress reporting from the project managers

Health and Safety Component

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. No construction work to commence without the prior approval of the Health & Safety Plan.

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

**C3.2. EXECUTION OF PROFESSIONAL ENGINEERING SERVICES**

**C3.2.1 General**

The Tenderer shall execute the required services in a professional manner, complying with the appropriate design codes and specifications. The Tenderer shall also comply with all relevant legislation pertaining to the built environment in general and to large road projects in particular.

The Tenderer should demonstrate in his Technical Proposal that he is aware of the relevant legislation and the various approvals required at certain stages of the project i.e. NEMA, NWA etc. Failure to demonstrate this knowledge will result in the tender being considered non-responsive in terms of functionality.

Although the contract should be objective orientated rather than time orientated, the Tenderer will be expected to apply himself efficiently and professionally. A suitable completion period for the documentation and contract drawings will be negotiated with the Tenderer once the scope of the project and the nature and time for specialist investigations is fully apparent. The duration of the construction stage will be determined after the Contract Documents are drawn up.

### **C3.2.2 Scope of Professional Services**

The Scope of Services are as set out in the Engineering Council of South Africa's Board Notice 19 of 2008– Guideline Scope of Services and Tariff of Fees, as published in Government Gazette No. 30891 of 28 March 2008 (Board Notice 19 of 2008), and any subsequent updates.

Specific requirements for the various stages and for additional services are given in clauses C3.3 to C3.9 of Section C3 of the project document.

### **C3.2.3 Provision of Personnel and Resources**

Particular emphasis is placed on the qualifications of the key personnel to be provided when calculating the points score for functionality. No changes to the proposed personnel will be accepted without clear motivation and only then in exceptional circumstances. Replacement personnel must have similar or better qualifications to those original proposed. Failure to provide suitable personnel and resources may result in the tenders being re-evaluated and the Contract being cancelled as per Clause 8.4 of the Special Conditions.

### **C3.2.4 Programme of Activities**

The Tenderer shall submit a final programme indicating the key milestones to the Employer within 7 (seven) days of the date of the letter of acceptance of tender. The key milestones shall include, but are not limited to:

- Submission of preliminary design report.
- Submission of Scoping Report to DEAT.
- Receipt of approval from DEAT.
- Submission of Environmental Management Programme to DME.
- Receipt of approval from DME.
- Submission of draft Tender drawings.
- Submission of draft Tender documentation.
- Completion of final Tender drawings and documentation.
- Date for advertising Tenders.
- Date for closing of Tenders.
- Date for completion of adjudication report.
- Date for signing of construction drawings.

The programme shall also demonstrate that the Tenderer recognises the various inputs required in order to meet these milestones. Failure to submit an acceptable programme will lead to delays which could in turn result in penalties. The preparation of the programme, and of any required updates, is considered to be included in the Tender percentage fee for the preliminary design.

### **C3.2.5 Progress Meetings**

The Tenderer shall meet formally with the Employer on a monthly basis to discuss progress on the project. The Employer may ask for additional meetings in the event of progress being behind the accepted programme. **All meetings shall take place in Port St Johns Municipality and or on site.** The meetings shall continue during the construction stage, with the specific purpose of presenting cost forecasts to the Employer and highlighting any technical or contractual issues. These meetings shall be addition to the normal monthly site meetings with the successful Tenderer for construction. The cost of attending the progress meetings is deemed to be included in the tender percentage fee for the various stages of the project.

### **C3.2.6 Reporting**

Monthly progress reports shall be prepared and tabled at the above meetings together with a marked up programme illustrating progress. In addition, the Tenderer shall ensure that the project details are captured in the Employers database and that the relevant data is updated on a monthly basis.

### **C3.2.7 Targeted Procurement**

The inclusion of targeted procurement procedures (Clause 2.1.6 of ECSA Board Notice 19 of 2008) in tender documentation, and reporting thereon during construction, are deemed to be included in the various stages and will not be paid for separately.

## **C3.3 PRELIMINARY DESIGN STAGE**

The Preliminary Design Stage shall be carried out in accordance with Clause 2.1.2 of ECSA Board Notice 19 of 2008 and any subsequent updates. A preliminary design report is required which shall include, but shall not be limited to, the following:

- An assessment of different route options, design standards and cost benefit analysis for each option.
- Hydrology analysis and preliminary general arrangements for culverts.
- Geotechnical issues and implications for the design.
- Initial environmental inputs and implications for the design.
- Availability of road building materials.
- Details of liaison with DME.
- Details of community liaison, relevant issues and implications for the design.
- Progress with survey, materials investigation etc, and confirmation of dates for the tender process.
- A comprehensive preliminary construction cost estimate.

It is essential that the additional services such as geotechnical assessment, detailed survey, materials investigations, environmental scoping, borrow pit and quarry approvals of DME, community liaison be commenced during the preliminary design stage. The full geotechnical assessment shall be included in the prelim design report. Survey of sufficient detail for any alternative routes to be identified should also be completed during this stage.

#### **C3.4 DETAILED DESIGN AND TENDER DOCUMENTATION**

The Design and tender Stage shall be carried out in accordance with Clause 2.1.3 of ECSA Board Notice 19 of 2008 and any subsequent updates.

During the design process cognizance must be taken of the requirements of the Expanded Public Works Programme and allowance made for the inclusion of operations that can be carried out under this programme.

A final Detailed Design Report is required, confirming the recommended route and design standards. The design report shall accompany the draft tender document and the detailed Engineer's cost estimate for the project. The cost estimates shall be based on the schedule of quantities in the draft document and may need to be updated following feedback from the Employer.

The format of the tender documentation shall be discussed in advance with the Employer. The Employer shall provide information in terms of the PSJ Municipal's Supply Chain Management Policy and Special Conditions of Contract, as well as the Tender evaluation procedure to be followed. Materials information is considered to be an integral part of the Tender documentation.

Prior to Tenders being advertised, it is essential that certain services and documents be completed:

- Final geotechnical report, which shall include details of investigation proving availability of construction materials.
- All survey work, including bridge and culvert site survey.
- Submission of Scoping Report to DEAT and receipt of record of decision {or at least notification of when record of decisions (ROD) is expected}.
- Submission of EMPR to DME and receipt of approval.
- Details of community liaison conducted and mitigation measures adopted.
- Issue of expropriation notices to landowners (if any).

It must be noted that the tender documents must include details on how traffic shall be accommodated during construction. There shall be no ambiguity with regard to the provision of traffic control devices and/or the construction of bypasses. The use of the existing roads as bypasses is to be encouraged.

The tender documents received shall be evaluated according to the requirements of the Employer. This includes a detailed check of the Tenderer's credentials, compliance with PSJ Municipal's Supply Chain Management Policy and evaluation according to a points scoring system.

### **C3.5 WORKING DRAWINGS**

The Working Drawings shall be prepared in accordance with Clause 2.1.4 of ECSA Board Notice 19 of 2008 and any subsequent updates.

The full set of construction drawings must be submitted for approval of the Employer. Signed construction drawings are required prior to the official contract commencement date.

Road construction drawings shall include all drainage details, guardrails, setting out details, location of services, road reserve co-ordinates, details of survey benchmarks, intersections and access, cadastral information and boundaries, etc.

### **C3.6 CONSTRUCTION STAGE**

The Construction Stage shall be carried out in accordance with Clause 2.1.5 of ECSA Board Notice 19 of 2008 and any subsequent updates.

During the course of construction, the Tenderer shall update the Employer's database on a monthly basis. In addition, the Tenderer shall ensure that all information required for reporting in terms of employment statistics and targeted procurement are provided and submitted.

### **C3.7 COMPLETION OF SERVICES**

The completion of services refers to the preparation of "As-Built" drawings, As-Built information, a comprehensive Construction/Contract Report, and their submission to the Employer.

In addition, closure must be obtained from DEAT and DME.

It is a requirement that the professional services be completed and all documentation submitted to the Employer within 3 months of the issue of the Contractors' Certificate of Practical Completion. A separate payment item is included in the Pricing Schedule for completion of services and this must be priced realistically. Refer to the table in Clause 3.2.9 of the ECSA guidelines.

### **C3.8 CONSTRUCTION MONITORING / SITE SUPERVISION**

Construction monitoring/site supervision is included in the professional services contract under normal services as specified by ECSA with additional six days per month made on item 3.1.

However, on completion of the design and during the Tender process, the Employer and Tenderer shall liaise and agree on the level of construction monitoring/site supervision required.

### **C3.9 ADDITIONAL SERVICES**

All additional services shall be carried out in accordance with Clause 2.2.1 of ECSA Board Notice 19 of 2008 and any subsequent updates. The following additional services are envisaged, although further services may be added by the Employer.

#### **C3.9.1 Survey**

A detailed engineering topographical survey is required which will provide sufficient detail for the road alignment and drainage design to be carried out.

A recognised and experienced survey firm will be engaged. The cost and the appointment shall be approved by the Employer.

#### **C3.9.2 Geotechnical Investigation**

A comprehensive geotechnical investigation is required in order to minimise the potential for unforeseen conditions on site. The services of a recognised specialist engineering geologist shall be engaged to carry out the investigation. The cost and the appointment shall be approved by the Employer.

The appointed specialist or firm will be responsible for:

- Assessing the geology and materials likely to be encountered along the route.
- Point out any potential problems which may impact on the design, such as slope stability and specific counter measures.
- Identifying potential borrow pit locations for layer works.
- Identifying sources of hard rock which may be quarried for base course, surfacing and other stone aggregates. It is expected that this type of material will be obtained from commercial sources and this should be investigated.
- Assessing founding conditions at any structure, such as bridges.
- Direct the materials sampling and testing from borrow pits and along the road centre line.
- Provide comments on the materials test results.
- Prepare a geotechnical report incorporating details of the investigations conducted and the results thereof.

#### **C3.9.3 Environmental and Mineral Resources**

The Tenderer will be responsible for implementing the necessary processes to obtain approval in respect of the environment and the use of materials. In particular, the following approvals are required:

- A Record of Decision approving the project from the Department of Economic Affairs, Environmental and Tourism (DEAT).
- Regular environmental reports during construction, plus a completion report in terms of DEAT requirements.
- Approval from Department of Minerals and Energy (DME) in respect of the opening of borrows pits and hard rock quarries.
- A Closure Certificate from DME on completion of construction.

Penalties will be applied should failure to obtain the necessary approvals lead to a delay in implementing the project.

#### **C3.9.4 Expropriation and Compensation**

The Tenderer is responsible for ensuring that the Employer's procedures with regard to expropriation and compensation are adhered to.

Expropriation diagrams are required for each affected property. These shall be forwarded to the owners by the Tenderer under the Employer's letterhead. The format of the diagrams and the letters shall be agreed between the Tenderer and Employer.

The Tenderer shall be reimbursed for inputs related to expropriation on a time and cost basis.

#### **C3.9.5 Time Based Services**

With reference to Clause 3.4 of ECSA Board Notice 19 of 2008, the Employer may order that certain services be carried out on a time and cost basis.

The Tenderer is required to provide Tender hourly rates for various categories of personnel as per Items 3.1 to 3.4 of the Pricing Schedule. These rates only shall be used to calculate the value of time based services. Clause 3.4 (3) of ECSA guidelines shall not apply.

### **C3.10 MEASUREMENT AND PAYMENT**

The principles for the measurement and payment of professional fees to the Tenderer are explained in the Preamble to the Pricing Schedule. Clarification of costs deemed to be included in the Tender rates for normal services are provided below.

#### **C3.10.1 General**

##### **C3.10.1.1 Travel**

This Contract will be awarded on the basis that the Tenderer's personnel are considered to be located in Port St Johns. No additional payment will be made for travel from other offices or centres unless agreed to in advance by the Employer.

Travel to site for inputs associated with normal and additional services will be recovered at the ruling rates, plus the Tender mark up.

##### **C3.10.1.2 Expenses**

Miscellaneous expenses as described in Clause 3.5 of ECSA Board Notice No. 30891 of 28 March 2008 (Board Notice 19 of 2008) shall be recovered at the actual cost plus the Tender mark up.

### **C3.10.1.3 Reporting and Meetings**

All costs associated with monthly reports, progress meetings and updating the Employer's database are deemed to be included in the Tender rates for normal services.

### **C.3.10.2 Preliminary Design Stage**

No separate payment will be made for the report stage described in Clause 2.1.1 of ECSA Board Notice 30 of 2007.

Any services listed under Clause 2.1.1 of ECSA Board Notice 30 No. 30891 of 28 March 2008 (Board Notice 19 of 2008) which are carried out under this Contract are deemed to be included in the tender rate for the Preliminary Design Stage.

### **C3.10.3 Design and Tender Stage**

The Tender rate for the Design and Tender Stage is deemed to include all costs associated with incorporating targeted procurement into the Tender documentation. No separate payment will be made for services described in Clause 2.1.6 of ECSA Board Notice No. 30891 of 28 March 2008 (Board Notice 19 of 2008).

It is anticipated that traffic counts and a detailed analysis will be required in order to predict the design traffic for pavement and surfacing design. All costs associated with calculating the design traffic are deemed to be included in the Tender fee for this stage of the normal services.

The inclusion of targeted procurement procedures, OHS Act regulations, a Tender evaluation system, environmental specifications, and any other specific requirements, in the tender documents are deemed to be covered by the Tenderer's percentage rate for Design and Tender Stage.

### **C3.10.4 Construction Stage**

The Tender rate for the Construction Stage shall include for carrying out the duties of the Engineer in accordance with the General Conditions of Contract pertinent to the construction contract.

Should any dispute require resolution via mediation, arbitration or litigation, then additional services as described in Clause 2.2.8 of the ECSA Board Notice No. 30891 of 28 March 2008 (Board Notice 19 of 2008) shall apply.

Payment under this item will be made on a monthly basis during construction. The amount due will be calculated pro-rata to the value of the works certified.



### **C3.10.5 Completion of Services**

Payment under this item will only be made once all reports and as-built information has been accepted have been accepted by the Employer, and all necessary approvals and closures obtained from the relevant departments and authorities.

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## **PART C 4**

### **C4 SITE INFORMATION**

The village is located in Ward 16 of Port St Johns Municipality under O.R Tambo District Municipality and is approximately 10km from Port St Johns town turning at the Majola T-Road in Caguba village and moves 8km towards Ngqongweni Village

## **PART C 5**

<b>C5      ADDITIONAL RELEVANT DOCUMENTS</b>
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C5.1    Guideline scope tariff of fees obtainable from [www.ecsa.co.za](http://www.ecsa.co.za)