

VICTOR KHANYE LOCAL MUNICIPALITY



CONTRACT NUMBER: T/RW11/MIG/P3/2023/2024

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR
CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE
LM FOR 36 MONTHS AS AND WHEN REQUIRED

CIDB GRADING: 2 CEPE ONLY

TENDER DOCUMENT

NAME OF TENDERER.....

PREPARED FOR:
VICTOR KHANYE LOCAL MUNICIPALITY

Technical Service Department
P. O Box 6
Delmas

Contact person: A. Mvelase
Telephone: 013 665 5754
Fax: 013 665 4804
Email: ayandam@vklm.gov.za



PREPARED BY:
BMK CONSULTING ENGINEERS

33 Riley Road
Woodmead
Sandton

Contact person: M. Rupende
Telephone: 011 234 0321
Email: munya@bmkgroup.cp.za



ADDRESS

CONTACT

CSD REGISTRATION

NUMBER:

CIDB REGISTRATION

NUMBER

TENDER AMOUNT:

BIDDER'S QUESTIONNAIRE				
Ref no	Question	VKLM's Requirement	Bidder's Response	Please Indicate: Page NO
1	Have you initialled all the pages of the tender document?	YES	* YES / NO	
2	Have you completed and signed the Returnable Schedules?	YES	* YES / NO	
2.1	<p>Municipal account statement attached (with all applicable rates and taxes) should not be in arrears more than 90 days as follows:</p> <ul style="list-style-type: none"> • All directors municipal accounts as per CIPC must be attached. • Registered office municipal account of the company as per CIPC must be attached if there is a lease. <p>A valid lease agreement signed by both parties must be attached with related municipal account where the registered office is located.</p>	YES	*YES / NO	
3	Have you completed / signed and submitted all relevant information as requested by the Evaluation Schedules (as and when required)?	YES	* YES / NO	
4	Have you submitted an original, valid Tax Clearance certificate?	YES	* YES / NO	
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	* YES / NO	
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements (as and when required)?	YES	* YES / NO	
7	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an original, valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	YES	* YES / NO	
8	Have you take note of the contents of specific goals table and have submitted the CSD report to substantiate your specific goals claims.	YES	* YES / NO	
9	Have you completed and signed the following form: - MBD 7.1 Form – Contract form for purchase of goods / works? - MBD 7.2 Form - Contract Form for rendering of Services? (as and when required)	YES	* YES / NO	
10	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	* YES / NO	
11	Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and /or Scope of Works?	YES	* YES / NO	
12	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	YES	* YES / NO	
13	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	YES	* YES / NO	
14	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	YES	* YES / NO	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PLEASE TAKE NOTE OF THE FOLLOWING:

1. The Council's document must be kept as supplied and submitted with all Schedules/forms fully completed.
2. Any other documents, certificates etc. must be attached as annexure to the official Council document.
3. Where the Council's official document is taken apart and not submitted as supplied, the bid will be rejected.
4. Schedules/forms not duly completed will result in a tender not being considered.
5. All Forms in the bid document are to be completed by tenderer.
6. All Forms of Special Conditions in specifications should be included.
7. All bid document must include the following documents:
 - a. Receipt (Original) for tender documents.
 - b. Valid Tax clearance certificates.
 - c. Recent Water and Services Municipal Account of the Company is not more than Three Months old.
 - d. Municipal account statement attached (with all applicable rates and taxes)
 - e. Should not be in arrears more than 90 days as follows:
 - All director municipal account as per CIPC must be attached
 - Registered office municipal account of the company as per CIPC must be attached if there is a lease.
 - A valid lease agreement signed by both parties must be attached with related municipal account where the registered office is located.
 - f. Target goals
 - g. CIDB Grade 2CEPE ONLY
8. Late bids shall not be admitted for consideration.
9. Failure of the bidder to submit a bid document signed in ink or to complete all forms will invalidate the bid
10. In the case of a joint venture, each partner, must be submitted with the bid document:
 - a. Valid Tax clearance certificates
 - b. Recent Water and Services Municipal Account of the Company not be more than Three Months old
 - c. Targeted goals/ original certified affidavit
 - d. Any other documents as may be required from the quotation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

e. Joint Venture Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR LOCAL MUNICIPALITY

PROJECT NO: T/VKLM/RW11/MIG/P3/2023/2024

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C3 Scope of Work Part

C4: Site information (Part 1)

C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T1: Tendering procedures

T1.1 INVITATION TO TENDER FOR GRADE 1CE PE on

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

DEPARTMENT	BID No.:	DESCRIPTION OF GOODS/SERVICES	BID DOCUMENT AVAILABLE FROM	NON REFUNDABLE BID DOCUMENT PRICE	COMPULSORY PROJECT BRIFING	EVALUATION CRITERIA	COMPULSARY REQUIREMENT	TIME: CLOSING DATE	ENQUIRIES:
Technical Service	T/VKLM/RW11/MIG/P3/2023/2024	PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED	30 November 2023	R1035.00	N/A	Functionality 80/20 80= Price 20= targeted goals	Grade 2CEPE ONLY	12 January 2024 10:00 am	Mr J Buthelezi 083 376 2017

Tender documents will be available on 30 November 2023.

Preferential Procurement Policy Framework Act, No. 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 and Supply Chain Management Policy of Victor Khanye Local Municipality will apply in the adjudication process. The evaluation of the acceptable proposals will be conducted in the following two stages: A system that awards points based on 80 points for proposal price and 20 points in respect of targeted goals.

Price should be VAT inclusive. A valid Tax Clearance Certificate, identification copy or company registration certificate, MBD1; MBD2; MBD4; MBD6.1; 6.2, 6.3 MBD8 & MBD9 and current municipal account/lease agreement must be attached. Failure to attach the requested documents will result in a bid being non-responsive.

Tenders duly, endorsed with the project number and description, must be placed in the tender box on or before at 12 January 2024 10:00 am at the Municipal Offices, Samuel Road, Delmas or could be posted to the undermentioned address to be received before the closing date and more information can be obtained from the contact person as specified above. TENDERS WILL BE EVALUATED ACCORDING TO THE STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR THE GOODS AND SERVICES TO BE PROVIDED IN THE PROJECTS. THE EXCHANGE RATE TO BE USED FOR THE CALCULATION OF LOCAL PRODUCTION AND CONTENT MUST BE THE EXCHANGE RATE PUBLISHED BY THE SOUTH AFRICAN RESERVE BANK

(SARB) AT 12:00 PM ON THE DATE OF ADVERTISEMENT OF THE BID

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

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

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

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

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

**TM Mashabela
Municipal Manager**

**Municipal Offices,
PO Box 6, Delmas, 2210**

Tender

T1

VICTOR KHANYE LOCAL MUNICIPALITY

T/VKLM/RW11/MIG/P3/2023/2024

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED
PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

T1.2 Tender Data

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

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

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

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is Victor Khanye Local Municipality represented by the Municipal Manager . Contact person: Mr. T.M. Mashabela Telephone.:013 665 6000 Email: secmm@victorkhanyelm.gov.za
F.1.2	The tender documents issued by the employer comprise: Part T1: Tendering Procedure T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.1.3	<p>Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>	
F.1.4	<p>The Employer's Agent is:</p>	
	<p>BMK Consulting Engineers Tel: 0112340321</p>	<p>33 Riley Road Pinewood Office Park Woodmead 2191</p>
F.1.5	<p>The Employer's right to accept or reject any tender offer. The employer has 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 Victor Khanye Local Municipality.</p>	
F.1.6	<p>Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data		
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Procurement enquiries</p> <p>Mr D. Mahlangu</p> <p>013 665 6000</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Technical Enquiries</p> <p>Ms A Mvelase</p> <p>064 890 6108</p> </td> </tr> </table> <p>Attention is drawn to the fact that verbal information given by the employer’s representative prior to the close of tenders will not be regarded as binding on the employer. Only information issues formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p> <p>Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, VICTOR KHANYE LOCAL MUNICIPALITY shall not be liable nor assume liable for failure to respond to any questions or queries raised by the bidder. In the event that no correspondence or communication is received from VICTOR KHANYE LOCAL MUNICIPALITY within ninety (90) days after the stipulated closing date time of the tender, the tender proposal will be deemed to be unsuccessful.</p>	<p>Procurement enquiries</p> <p>Mr D. Mahlangu</p> <p>013 665 6000</p>	<p>Technical Enquiries</p> <p>Ms A Mvelase</p> <p>064 890 6108</p>
<p>Procurement enquiries</p> <p>Mr D. Mahlangu</p> <p>013 665 6000</p>	<p>Technical Enquiries</p> <p>Ms A Mvelase</p> <p>064 890 6108</p>		
F.2.1	<p>The following tenderers are eligible to submit tenders:</p> <p>Only those tenders who satisfy the following criteria are eligible to submit tenders:</p>		
F.2.1.1	<p>Registration as Service Provider</p> <p>Successful tenders will be registered in the municipal database.</p>		
F.2.1.2	<p>Key personnel</p> <p>The Contractor shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only replace by individuals with similar or better qualifications and experience and only when a written approval has been obtained from the municipality.</p> <p>Sufficient suitably qualified professional staff must be made available by the contractor and sub-contractor to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The tenderer must include documentary evidence that each proposed key personnel meets these requirements.</p> <p>The person nominated for construction monitoring must have experience in Civil Engineering with one-year experience in construction supervision of sanitation reticulation systems.</p>		

Tender

T1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data
F.2.3	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.13.2	Return all returnable documents to the employer after completing them in their entirety.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.
F.2.13.4	A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.
F.2.13.5 F2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Physical address: Victor Khanye Local Municipality, 06 Samuel Road, Delmas 2210. Identification details: Name of tender, Bid number, description, Name and address of tenderer Postal address: PO Box 6, Delmas, 2210 Sealed tenders with identification details on the envelope must be placed in the appropriate official tender box at the above-mentioned address.
F.2.13.6	A two-envelope procedure will not be followed
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days .
F.2.17	A tender may be rejected as no-unresponsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request
F.2.23	The tenderer is required to submit with his tender a copy of an original valid Tax Clearance Certificate issued by the South African Revenue Services. The tenderer shall also submit a certified copy of a B-BBEE verification certificate from an accredited ratings agency.

Tender					T1.2
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause number	Tender Data												
F.3.4	Tenders will be opened immediately after the closing time for tenders at the VICTOR KHANYE LOCAL MUNICIPALITY offices located at 06 Samuel Road, Delmas at 10:00.												
F.3.7.1	A tender that does not comply with the requirements in the tender documents and the instructions in the official tender advertisement will be rejected as being invalid.												
F.3.11	<p>The evaluation procedure consists of two phases:</p> <ul style="list-style-type: none"> Phase 1: Tenders will be evaluated for responsiveness to the tender requirements, tenderers who do not comply will be considered to be non-responsive and disqualified; Phase 2: Tenderers will be evaluated for functionality, tenderers who did not meet the minimum requirements will be considered to be non-responsive and eliminated; and <p>The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>Preference Points System for this bid shall be awarded for</p> <ol style="list-style-type: none"> Price; and Targeted Goals <p>The maximum points for this bid are allocated as follows:</p> <table border="1" data-bbox="316 1021 1445 1189"> <thead> <tr> <th>DESCRIPTION</th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>TARGETED GOALS</td> <td>20</td> </tr> <tr> <td>Total points for price and B-BBEE must not exceed</td> <td>100</td> </tr> </tbody> </table> <p>The tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of VICTOR KHANYE LOCAL MUNICIPALITY.</p>	DESCRIPTION	POINTS	PRICE	80	TARGETED GOALS	20	Total points for price and B-BBEE must not exceed	100				
DESCRIPTION	POINTS												
PRICE	80												
TARGETED GOALS	20												
Total points for price and B-BBEE must not exceed	100												
F.3.11	<p><u>FUNCTIONALITY</u></p> <p>Total functionality points are 100, minimum threshold 65. The points are distributed as follows:</p> <table border="0" data-bbox="336 1514 1059 1823"> <thead> <tr> <th>Criteria</th> <th>Max Pts.</th> </tr> </thead> <tbody> <tr> <td>Submission of proof of CIBD Grade 2CEPE ONLY</td> <td>55</td> </tr> <tr> <td>Site Agent /Foreman</td> <td>15</td> </tr> <tr> <td>Occupational Health and Safety Officer</td> <td>10</td> </tr> <tr> <td>Experience of firm</td> <td>20</td> </tr> <tr> <td style="text-align: right;">Sub - Total</td> <td>100</td> </tr> </tbody> </table>	Criteria	Max Pts.	Submission of proof of CIBD Grade 2CEPE ONLY	55	Site Agent /Foreman	15	Occupational Health and Safety Officer	10	Experience of firm	20	Sub - Total	100
Criteria	Max Pts.												
Submission of proof of CIBD Grade 2CEPE ONLY	55												
Site Agent /Foreman	15												
Occupational Health and Safety Officer	10												
Experience of firm	20												
Sub - Total	100												

Tender

T1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered and verified on VICTOR KHANYE LOCAL MUNICIPALITY Supplier Database with seven days after the tender closing time; c) the tenderer is registered in terms of Act 40 of 1984; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one (1) .

Tender						T1.2
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>	

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

F.1 GENERAL

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

Tender					T1.2
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

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

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

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

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

Tender

T1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

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Contractor

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Employer

Witness 1

Witness 2

F.1.6.3.2 Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

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F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda.

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

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F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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Witness 1

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

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F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

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

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to

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prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation

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<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

Tender					T1.2
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<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of tender offers

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

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F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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F.3.11.4 Method 3: Financial offer and quality







In the case of a financial offer and quality:

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

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

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

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

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F.3.11.6 Decimal places

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

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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T1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed upon between the employer and the successful tenderer, and

F.3.14.1 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify all other tenderers that their offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken.

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Tender

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T2: Returnable Schedules

Tender

Contractor

Witness 1

Witness 2

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Employer

Witness 1

T2

Witness 2

**VICTOR KHANYE LOCAL MUNICIPALITY
CONTRACT NO: T/VKLM/RW11/MIG/P3/2023/2024
PROCUREMENT OF A PANEL OF SERVICE PROVIDERS
FOR CONSTRUCTION OF STORMWATER
INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36
MONTHS AS AND WHEN REQUIRED.
CIDB GRADING: 2CEPE ONLY**

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- Certificate of Authority
- Declaration of interest
- Certificate of Authority for Joint Ventures (where applicable)
- Joint Ventures agreement (where applicable)
- Certified copy company registration documents
- Certified copy of shareholders/members
- Proof of registration with CIDB
- CSD report
- Municipal Account of the Company not be more than three (3) months
- MBD 1: Invitation to BID
- MBD 2: Tax Clearance Requirements: Valid Tax clearance certificate
- MBD 3.1: Price Schedule – Firm Price (purchases)
- MBD 4: Declaration of Interest
- MBD 5: Declaration for Procurement above R10 Million (VAT included)
- MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011
- MBD 7.1: Contract Form – Purchase of Goods/Works
- MBD 7.2: Contract Form – Rendering of Services
- MBD 7.3: Contract Form – Sale of Goods/Works
- MBD 8: Declaration of Bidder's past supply chain management practise
- MBD 9: Certificate of Independent Bid Determination
- Targeted goals
- C1.1 Offer and acceptance
- C1.2 Contract Data
-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender

T2.2

CERTIFICATE OF AUTHORITY

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

 (Name of Firm)

by virtue of _____ dated _

WITNESSES:

1. _____ Signature _____
 Name

 Firm

2. _____ Signature _____
 Name

 Firm

PLEASE NOTE:

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

Tender					T2.2
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

authorise Mr/Ms _____, authorised signatory

of the company

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature_ _ <hr/> Name <hr/> Designation _ <hr/>
		Signature Name <hr/> Designation _ <hr/>
		Signature_ _ <hr/> Name <hr/> Designation _ <hr/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PLEASE NOTE:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A. DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

.....

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

.....

3.4 Company Registration Number:

.....

3.5 Tax Reference Number:

.....

1.6 VAT Registration Number:

.....

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

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

3.8.1 If yes, furnish particulars

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

**3.9.1 If yes, furnish particulars
.....
.....**

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

3.10.1 If yes, furnish particulars

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

3.11.1 If yes, furnish particulars.....

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars.....

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

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number

.....

Date

.....

Signature

.....

Capacity

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD5

B. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bid No: TVKLM/RW11/MIG/P3/2023/2024: PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

4.1	If yes, provide particulars: 	
------------	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

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

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

..... Signature Date

.....
Position Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C1: Agreements and contract data

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....

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

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

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

.....

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

.....(in figures)

THE OFFERED VARIATION TO THE GUIDELINE TARIFF OF FEES IS:

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

. % in figures

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

Signature

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature

of witness Date

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement) Part
- C2 Pricing data
- Part C3 Scope of work.

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the Employer

(Name and address of organization)

Name and signature

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of witness Date

Schedule of Deviations

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 Contract Data

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this contract:

Part 1: Data provided by the Employer:

Clause number	Tender Data
3.4 And 4.3.2	The Employer is the VICTOR KHANYE LOCAL MUNICIPALITY The authorised and designated representative of the Employer is the Municipal Manager . The address for receipt of communications is: Telephone.: 013 665 6000 Facsimile: 013 665 4804 Email: Postal address: P. O Box 6 Delmas, 2210 Physical address: Victor Khanye Local Municipality 6 Samuel Road, Delmas, 2210
1	The Project is PROJECT NO: CONTRACT NO: T/VKLM/RW11/MIG/P3/2023/2024 PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED
3.5	The location of the various projects is in and around the jurisdiction of Victor Khanye Local Municipality . The exact location of the project will be made known to the successful tenderer.
3.11 And 3.12	The service provide shall be completed within the duration as indicated in the bidding entities' programme submitted with this bid, with the following Key Milestones:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract

C1.3

Clause number	Tender Data				
	KEY MILESTONES			PENALTY PER CALENDAR DAY	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contract

C1.3

Clause number	Tender Data
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Experience of Key Personnel Schedule.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract

C1.3

Part 2: Data provided by the Service Provider:

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

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

.....

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 Occupational Health and Safety

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

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

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

I....., representing

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

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

COID ACT Registration number:

OR Compensation Insurer:

Policy No.

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

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

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

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

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

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

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

.....
Witness For and on behalf of Victor Khanye
Local Municipality

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

Contract

C1.3

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Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



CONTRACT NO.: CONTRACT NO: T/RW11/MIG/P3/2023/2024

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

C2.1 PRICING INSTRUCTIONS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

set forth or implied in the documents on which the tender is based.

6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
8. For each cluster tendered, the Form of Offer and Acceptance for the respective cluster shall be completed.
9. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 - Quantity : The number of units of work for each item
 - Rate : The payment per unit of work at which the Bidder bids to do the work
 - Amount : The quantity of an item multiplied by the bid rate of the (same) item
 - Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
10. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

- mm = millimetre
- m = metre
- km = kilometre
- km-pass = kilometre-pass
- m² = square metre
- m²-pass = square metre-pass
- ha = hectare
- m³ = cubic metre
- m³-km = cubic metre-kilometre
- kW = kilowatt
- kN = kilonewton
- kg = kilogram
- t = ton (1 000 kg)
- % = per cent
- MN = meganewton
- MN-m = meganewton-metre
- PC Sum = Prime Cost Sum
- Prov Sum = Provisional Sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



CONTRACT NO: CONTRACT NO: T/RW11/MIG/P3/2023/2024

C2.2 BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**VICTOR KHANYE LOCAL MUNICIPALITY
 PROCUREMENT OF A PANEL OF SERVICE PROVIDERS
 FOR THE CONSTRUCTION OF STORMWATER
 INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS
 AS AND WHEN REQUIRED**

PROJECT NO. T/RW11/MIG/P3/2023/2024

**FORM B: PRICING SCHEDULE – FIRM PRICES
 (PURCHASES)**

(MBD 3.1)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BEE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name of Bidder: Bid Number:
 T/VKLM/RW11/MIG/P3/2023/2024

Closing Time: 10:00am Closing Date: 12 January 2024
 OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

CONTRACT No: T/RW11/MIG/P3/2023/2024
**PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF STORMWATER
 INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED**

SECTION 1200 GENERAL REQUIREMENTS AND PROVISIONS OBLIGATIONS

Number	Item Description	Unit	Quantity	Rate	Tendered Amount
12.00	GENERAL REQUIREMENTS AND PROVISIONS OBLIGATIONS				
	(b) Fixed obligations for Establishment, PPE & OHS	L/Sum	1,00		
Total Carried Forward To Summary					

CONTRACT 1

CONTRACT No: T/RW11/MIG/P3/2023/2024

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

SECTION 1500 TRAFFIC ACCOMODATION

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B15.01	ACCOMMODATION OF TRAFFIC				
B15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day	60,00		
	(b) Portable STOP and GO-RY signs	No	6,00		
	(i) Moveable barricade/road sign combination	No	10,00		
	(j) Traffic cones (size indicated)	No	40,00		
Total Carried Forward To Summary					

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

SECTION 1700 CLEARING AND GRUBBING

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONEL				
B14,03	Office and laboratory fittings, installations and equipment				
	(a) PPE for engineers (3 sets of Boots, worksuits and reflective vests)	Prov sum	1	6 000,00	6 000,00
	(b) Handling cost and profit in respect of sub item (a)	%	6000		
	(c) Provision of airtime for engineers	Prov sum	1	6 000,00	6 000,00
	(d) Handling cost and profit in respect of sub item (c)	%	6000		
	(e) Dumpy level for engineers	Prov sum	1	15 000,00	15 000,00
	(f) Handling cost and profit in respect of sub item (e)	%	15000		
	SECTION 1700: CLEARING AND GRUBBING				
17,04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	18,00		
17,04	Clearing and grubbing at inlets and outlets of hydraulic structures				
	(i) Remove debris and litter from the channel floor bed	m ²	18,00		
17,05	Cleaning out of hydraulic structures:				
	(c) Box culverts up to and including 1,5 m vertical dimension	m ³	465,0		
TOTAL CARRIED TO SUMMARY					

CONTRACT 1

CONTRACT No: T/RW11/MIG/P3/2023/2024

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

SECTION 2200 PREFABRICATED CULVERTS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2200	<u>PREFABRICATED CULVERTS</u>				
22,01	Excavation: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0m up to 1.5m (ii) Exceeding 1,5m and up to 3,0m (b) Extra over subitem 22.01(a) for excavation in hard material irrespective of depth (c) Extra over subitems 22.02(a) and (b) for soil cement backfilling (5% cement) (d) Using dump rock	m ³	3251		
		m ³	702,4		
		m ³	105,36		
		m ³	10		
		m ³	10		
22,02	Backfilling: (a) Using the excavated material (b) Using imported selected material	m ³	2372,04		
		m ³	100		
22,03	Concrete pipe culverts (a) On class B bedding Installation of 900mm x900mm portal culvert or larger Concrete pipe culverts (Pipes provided by client) (a) On class B bedding (1) Type SC50 D-load pipes with ogee joints (i) 450 mm diameter (ii) 600 mm diameter (iii) 750 mm diameter (iv) 1050 mm diameter	m	2		Rate only
		m	320		
		m	480		
		m	270		
22,17	Manholes, catchpits, precast inlet and outlet structures complete (b) Catchpits and junction boxes				
2200					

	TOTAL BROUGHT FORWARD				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2200	TOTAL BROUGHT FORWARD				
	(1) Junction box 1,5m deep at direction change of ref dwg: A0-BMK-CE-C-DRG1000-11 drawings to accommodate maximum pipe sizes within the following ranges				
	(i) 600 mm diameter	No	6		
	(ii) 750 mm diameter	No	7		
	(iii) 1050 mm diameter	No	4		
B22,17	Kerb Inlet (Kerb inlet provided by client) ref dwg: A0-BMK-CE-C-DRG1000-11.				
	(i) 2m long complete, including transitions, etc	m	14		
22,07	Cast in situ concrete and formwork				
	(b) In floor slabs for protal or rectangular vulverts, including formwork, joints and class U2 surface finish (class 15/19 concrete)	m ³	1,2		
22,10	Steel reinforcement				
	(c) Welded fabric mesh ref. 193	kg	15,44		
22,12	Removing existing concrete: (Demolition of road/yard crossings)				
	(a) Plain concrete	m ³	2		
	(b) Reinforced concrete	m ³	2		
2200	TOTAL BROUGHT FORWARD				

CONTRACT 1

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

SECTION 2200 PREFABRICATED CULVERTS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2200	TOTAL BROUGHT FORWARD				
B22,14	Removal and disposing existing culverts				
	Removing and disposing all sizes of culvers on road/yard crossings	m	2		
22,17	Manholes, catchpits, precast inlet and outlet structures complete				
	(b) Catchpits and junction boxes				
	(1) Junction box 1,5m deep at direction change of ref dwg: A0-BMK-CE-C-DRG1000-11. Remove existing portal culvert and construct junction box to accomodate portal culvert within the following ranges				
	900mm x 900mm culvert or larger	No	2		
	(c) Concrete inlet and outlet structures complete (excluding reno mattress) fo rref dwg: A0-BMK-CE-C-DRG1000-11				
	900mm x 900mm portal culvert or larger	No	Rate Only		
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish				
	(1) Class 30/19	m ³	Rate Only		
	(d) Formwork of concrete under subitem 22.07(c) above				
	(2) Vertical formwork for F2 surface finish	m ²	Rate Only		
22.10	Steel reinforcement				
	(b) High-tensile steel bars	t	Rate Only		
	(c) Welded steel fabric ref 245	kg	Rate Only		
22,25	Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement, existing structures				

22,27	demolished and removed to spoil, and removing and relaying, and removing and stacking existing pipes, for haul in excess of the freehaul distance	m³km	1395		
	Reinstating trenches crossing road:				
	(a) Selected layers	m³	29		
	(b) Subbase	m³	22		
	(c) Base (including prime coat)	m³	22		
	(d) Bituminous surfacing (including tack coat and line marking)	m²	144		
	(e)Kerbing	m	24		
	(f) Pioneer layer - Dump rock	m³	10		
2200	TOTAL CARRIED TO SUMMARY				

CONTRACT 1

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

SUMMARY

ITEM NO	DESCRIPTION	AMOUNT TENDERED
1200	GENERAL REQUIREMENTS AND PROVISIONS OBLIGATIONS	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
2200	PREFABRICATED CULVERTS	
TOTAL SCHEDULE A		
ADD 15% VAT		
TOTAL SCHEDULE A		

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for targeted goals.

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

2. POINTS AWARDED FOR PRICE

2.1 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 price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

TARGETED GOALS

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE	6	
GENDER	6	
DISABILITY	6	
RDP	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4.

3.5. Company registration number:

3.6.

3.7. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company

Victor Khanye Local Municipal Council
SUPPLY CHAIN MANAGEMENT DOCUMENTS
EVALUATION CRITERIA

The tender shall be evaluated on a 80/20 preferential points system, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	6	A copy of a Full CSD report not older than 3 months

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY WOMEN OR MEN		
WOMEN OR MEN	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% women owned enterprise	6	A copy of a Full CSD report not older than 3 months
Men only owned enterprise	5	

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY PEOPLE WITH DISABILITY		
PEOPLE WITH DISABILITY	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% people living with disability shareholding or owned enterprise	6	A copy of a Medical Certificate to confirm disability

RDP	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
Corporate Social Investment (CSI)	2	Local / Social Labour plan proposition
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date
.....
Position Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C3: Scope of work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



CONTRACT NO: T/VKLM/RW11/MIG/P3/2023/2024

PROCUREMENT OF A PANEL OF SERVICE PROVIDERS FOR CONSTRUCTION OF STORMWATER INFRASTRUCTURE IN VICTOR KHANYE LM FOR 36 MONTHS AS AND WHEN REQUIRED

CIDB GRADING: 2CEPE ONLY

C3: PROJECT SPECIFICATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. STRATEGIC GOAL

Improve stormwater drainage for Nelson Mandela Drive to preserve the road asset.

2. PRIORITY ISSUES

Compile specifications for procurement of services.

3. LEGISLATIVE CONTEXT

The project is MIG-funded and will adhere to Municipal Infrastructure Grant specifications.

4. PURPOSE OF THE REPORT

To compile a specification report for the procurement of a service provider for the construction of stormwater infrastructure in Nelson Mandela Drive.

5. BACKGROUND

The intention is to improve the stormwater drainage in Nelson Mandela Drive by installing stormwater pipes, Kerb inlets, and associated infrastructure.

The Nelson Mandela Drive was resurfaced in 2021, but due to budget constraints, the stormwater infrastructure needed to be upgraded, and this has compromised the quality of the resurfaced road, resulting in the formation of potholes due to lack of stormwater drainage.

6. DISCUSSION

PART 1: DESCRIPTION OF WORKS

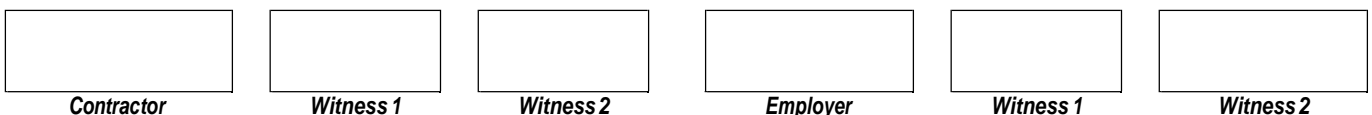
1.1 PROJECT DESCRIPTION

Victor Khanye Local Municipality (VKLM) appointed BMK consulting engineers to design and supervise the construction of stormwater infrastructure on Nelson Mandela Drive, situated in Delmas.

1.2 DESCRIPTION OF THE SITE AND ACCESS

1.2.1 Location of site

Nelson Mandela Drive falls within Victor Khanye Local Municipality boundaries and is situated in the Nkangala District Municipality of Mpumalanga province. Nelson Mandela Drive takes access to route R42, which provides access and passes Botleng, a small town located in Delmas. The section of road that requires rehabilitation starts from the interchange between R42 and Nelson Mandela Drive and extends eastwards for a length of approximately 1.93 km, stopping at a bridge culvert. The road has various minor roads that tie into it. The figure below gives an indication of the location of the works with the legend below:





1.2.2 Access to the site

Nelson Mandela Drive takes access to route R42, which provides access and passes Botleng, a small town located in Delmas.

1.3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

The scope of work entails the installation of type SC50 D-load concrete pipes ranging from 600mm Diameter to 1050mm Diameter.

- Excavation, bedding, laying, backfilling and compaction of stormwater pipes and associated infrastructure
 - Approximately 270m of 1050mm diameter concrete pipe
 - Approximately 480m of 750mm diameter concrete pipe
 - Approximately 320m of 600mm diameter concrete pipe
- Approximately 17 Construction of kerb inlets and catchpits.
- Cleaning of existing stormwater infrastructure

PART 2. EVALUATION CRITERIA:

The evaluation procedure consists of three phases:

Phase 1: Tenders will be evaluated for responsiveness to the tender requirements; tenderers who do not comply will be considered to be non-responsive and disqualified.

Phase 2: Tenderers will be evaluated for functionality; tenderers who did not meet the minimum requirements will be considered to be non-responsive and eliminated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

And

Phase 3: Tenderers will be evaluated based on financial proposals and preferences. Tenderers with the highest points scored will be appointed.

2.1 List of Returnable Documents:

2.1.1 Returnable Schedules required only for tender evaluation purposes.

- Certificate of Authority
- Certificate of Authority for Joint Ventures (where applicable)
- CIDB grading (Grade 2 CEPE)
- COIDA
- SARS Tax Pin
- Record of Addenda to Tender Documents
- Experience of Key Personnel (CVs)
- Methodology of stormwater pipe construction
- Quality assurance plan

PART 3. FUNCTIONALITY:

Evaluation Criteria

The Construction Firm's tender responsiveness in relation to points is therefore summarised as follows:

Grade 2 CE	55
Site Agent / Foreman	15
Occupational Health and Safety Officer	10
Experience of Firm	20
Sub-Total	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Site Agent / Foreman: (Maximum Points obtainable 15; minimum 13)

Name:

Evaluation Criteria	Minimum Required	Points obtainable	Minimum Threshold	Points Claimed
Academic Qualifications (Note 10) Form L Attached certified copies of certificates needs to be attached for functionality points scoring otherwise no points will be allocated	N6 in Civil or equivalent	10	13	
Sub-total		10		
Years of experience after qualification Attached detailed CV	0-1	1		
	1 – 2	3		
	Three upwards	5		
Sub-total		5		
Total		15	13	

Safety Officer: (Maximum Points obtainable 10; minimum 8)

Name:

Evaluation Criteria	Minimum Required	Points obtainable	Minimum Threshold	Points Claimed
Academic Qualifications Attached certified copies of certificates needs to be attached for functionality points scoring otherwise no points will be allocated	Occupational Health and Safety Training Certificate	6	8	
Sub-total		6		
Years of experience after qualification	0-1	1		
	1-2	2		
	Three upwards	4		
Sub-total		4		
Total		10	8	

Note: Should the Safety Officer be the same as the Site Agent / Site Foreman, zero points will be

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Site Agent / Foreman	15	
Health and Safety Officer	10	
TOTAL	25	

CIBD grading: (Maximum Points obtainable 55; minimum 55)

Evaluation Criteria	Minimum Required	Points obtainable	Minimum Threshold	Points Claimed
CIBD Certificate	CIBD 2CEPE Only	55	55	
	No submission	0		
Sub-total		55		

EXPERIENCE OF FIRM (Maximum Points obtainable 20)

Note: The company's previously completed projects

It must be noted that the experience of the firm carries a maximum of **20 points**, as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E, is not provided, then the bidder shall obtain zero points on the experience of the firm.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Evaluation Criteria	Evaluation Criteria	Points obtainable	Minimum Threshold	Points Claimed
Company experience in terms of projects of a similar scope completed	1x project of similar scope of works	10	10	
	2x Projects of similar scope of works	20		
Sub-Total		20		
TOTAL		20		

A bidder who scores less than the minimum threshold in any of the evaluation aspect will be disqualified. A bidder who scores the minimum number of **70** points out of a maximum of **100** for functionality will qualify to be evaluated in term of the **80 /20** preference point system.

PART 4. PRICING DATA:

	DESCRIPTION	POINTS
PRICE		80
TARGETED GOALS		20
		100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2