

# BID INVITATION

PROFESSIONAL SERVICE PROVIDERS(PSP) TO  
RENDER MULTI-DISCIPLINARY SERVICES IN CIVIL, BUILDING, MECHANICAL,  
PROJECT MANAGEMENT, STRUCTURAL, SOCIAL FACILITATION, ELECTRICAL  
AND ENVIRONMENTAL SERVICES FOR A PERIOD OF THREE YEARS

**BID NO: SRVM 04/2024**

BIDDER :

CLOSING DATE: 01 DECEMBER 2023

CLOSING TIME: 12:00PM

PREPARED BY : Sundays River Valley Municipality  
: 23 Middle Street, Kirkwood 6120



**Sundays River Valley**  
**Municipality**

042 230 7700   
078 266 6230   
[srvm@srvm.gov.za](mailto:srvm@srvm.gov.za)   
[@sundaysrivervalley](https://twitter.com/sundaysrivervalley)   
[www.srvm.gov.za](http://www.srvm.gov.za)   
23 Middle Street, Kirkwood, 6120   
P.O. Box 47, Kirkwood, 6120

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**SUNDAYS RIVER VALLEY LOCAL MUNICIPALITY**  
**PROFESSIONAL SERVICE PROVIDERS(PSP) TO RENDER MULTI-DISCIPLINARY SERVICES IN CIVIL, BUILDING, MECHANICAL, PROJECT MANAGEMENT, STRUCTURAL, SOCIAL FACILITATION, ELECTRICAL AND ENVIRONMENTAL SERVICES FOR A PERIOD OF THREE YEARS**

**BID INVITATION**

**BID NO-SRVM 04/2024**

The Sundays River Valley Municipality invites tenders from suitably qualified, capable, and experienced Service Providers for the **PROFESSIONAL SERVICE PROVIDERS(PSP) TO RENDER MULTI-DISCIPLINARY SERVICES IN CIVIL, BUILDING, MECHANICAL, PROJECT MANAGEMENT, STRUCTURAL, SOCIAL FACILITATION, ELECTRICAL AND ENVIRONMENTAL SERVICES FOR A PERIOD OF THREE YEARS**

BID NUMBER	BID DESCRIPTION	BRIEFING	BID CLOSING DATE & TIME
SRVM 04/2024	Professional Service Providers(PSP) To Render Multi-Disciplinary Services In Civil, Building, Mechanical, Project Management, Structural, Social Facilitation, Electrical And Environmental Services For A Period Of Three Years	N/A	01 December 2023 @12:00

Bid documents with the necessary specifications must be downloaded on: [www.srvm.gov.za](http://www.srvm.gov.za)

**There will be no compulsory Briefing Session for the above-mentioned project.**

Project and bidding enquiries shall be directed to **Ms. N Ntlantsana on 042 2307765 or nothemban@srvm.gov.za** and **Ms. S Tanatu on 042 2307777 or siyasangat@srvm.gov.za** during normal office hours (07h30-16h00).

Completed bids and supporting documentation, placed in a sealed envelopes clearly written on the outside as per the bid document: e.g. **“BID NO: SRVM:04/2024 PROFESSIONAL SERVICE PROVIDERS(PSP) TO RENDER MULTI-DISCIPLINARY SERVICES IN CIVIL, BUILDING, MECHANICAL, PROJECT MANAGEMENT, STRUCTURAL, SOCIAL FACILITATION, ELECTRICAL AND ENVIRONMENTAL SERVICES FOR A PERIOD OF THREE (3) YEARS: ”** must be placed in the marked tender box placed at 23 Middle Street, Kirkwood not later than 12h00 on 01 December 2023

**BIDS WILL BE EVALUATED ON THE BASIS OF RESPONSIVENESS AND FUNCTIONALITY.**

**Home of the Addo Elephant Park**

Description of functionality	Maximum number of evaluation points
Personnel Experience and Capacity (Provide certified copies of qualifications and ECSA/Relevant Body registrations with CV's)	50
Technical Experience in projects and relevant company experience: ( Provide completion certificates for projects completed in the last 5 years)	50
<b>Total functionality points</b>	<b>100</b>

**Only tenderers who achieve the minimum score of 70 out of 100 for functionality will be eligible to have their bids accepted into the database.**

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:**

- Submit a company founding statement (C.K).
- Submit Valid Tax Clearance Certificate- OR Status Pin.
- Submit B-BBEE Original or Certified copy.
- No bid will be accepted from any bidder without any registered Engineer/Technologist (whom his/her details reflect on the company registration documents) of relevant field.
- Submit all director's certified ID copies as reflecting on the company registration document.
- Submit proof of registration summary on Central Supplier Database (CSD).
- List of relevant previous experience in projects must be submitted with completion certificates.
- CVs of key personnel must be submitted together with certified copies of qualifications and ECSA/ Relevant Body registration.
- Completed MBD forms – 1, 4, 6.1, 8 & 9.
- Lease Agreement, Municipal statement of Rates or Billing Clearance not older than three months.
- Submit a certified copy of Professional Indemnity Insurance.
- All other pre-requisites as detailed in the bid documents shall apply.
- Failure to complete All the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, emailed, incomplete or unsigned bids will not be considered.
- Failure to comply with the above conditions will result in a disqualification of the bid.

**Sundays River Valley Municipality does not bind itself to accept any bid and reserves the right not to accept the whole or any part of the bid.**

**Issued By:**

**MR T. KLAAS**  
Municipal Manager  
Sunday's River Valley Municipality

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SUNDAYS RIVER VALLEY MUNICIPALITY				
BID NUMBER:	SRVM: 04/2024	CLOSING DATE:	01 December 2023	CLOSING TIME: 12:00
DESCRIPTION	PROFESSIONAL SERVICE PROVIDERS(PSP) TO RENDER MULTI-DISCIPLINARY SERVICES IN CIVIL, BUILDING, MECHANICAL, PROJECT MANAGEMENT, STRUCTURAL, SOCIAL FACILITATION, ELECTRICAL AND ENVIRONMENTAL SERVICES FOR A PERIOD OF THREE (3) YEARS:			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT

32 Middle Street

Kirkwood

6120

### SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED  
IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <small>[IF YES ENCLOSURE PROOF]</small>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <small>[IF YES, ANSWER PART B:3 ]</small>
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE DEPARTMENT	CONTACT PERSON	Ms. Nothemba Ntlantsana
CONTACT PERSON	Ms Siyasanga Tanatu	TELEPHONE NUMBER	0422307765
TELEPHONE NUMBER	0422307777	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:nothemban@srvm.gov.za">nothemban@srvm.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:siyasangat@srvm.gov.za">siyasangat@srvm.gov.za</a>		

## PART B TERMS AND CONDITIONS FOR BIDDING

### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### **3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO	<input type="checkbox"/> YES <input type="checkbox"/>

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

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

**CAPACITY UNDER WHICH THIS BID IS SIGNED** .....

**DATE:** .....

## T1.2 BID DATA

### SUNDAYS RIVER VALLEY MUNICIPALITY

Bidding No: SRVM: 04/2024

**BID NAME: PROFESSIONAL SERVICE PROVIDERS(PSP) TO RENDER MULTI-DISCIPLINARY SERVICES IN CIVIL, BUILDING, MECHANICAL, PROJECT MANAGEMENT, STRUCTURAL, SOCIAL FACILITATION, ELECTRICAL AND ENVIRONMENTAL SERVICES FOR A PERIOD OF THREE (3) YEARS**

The conditions of Bid are the standard conditions of Tender as contained in annex F of Construction Industry Development Board, Standard for Uniformity in Construction Procurement: July 2015. The standard conditions of Tender for procurements make several references to the Bid data for details that apply specifically to this bid. The bid 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.

Clause number	Bid Data
F.1.1	The employer is <b>Sundays River Valley Municipality</b>
F.1.2	<p>The Bid documents issued by the employer comprise:</p> <p><b>The Bid</b></p> <p><b>Part T1: Bidding procedures</b></p> <p>T1.1 Bidding Notice and Invitation to Bid</p> <p>T1.2 Bid Data</p> <p><b>Part T2: Returnable documents/ schedules</b></p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreement and Contract Data</b></p> <p>C1.2 Contract Data</p> <p><b>Part C2: Scope of Work</b></p> <p>C2.1 Scope of Work</p>
F.1.4	<p>The employer's agent is:</p> <p>Name : Sundays River Valley Municipality</p> <p>Address : 23 Middle Street, Kirkwood, 6120</p> <p>Telephone : 042 230 7700</p> <p>Email : <a href="mailto:srvm@srvm.gov.za">srvm@srvm.gov.za</a></p>

Clause number	Bid Data
F.2.1	<p>A general set of prerequisites that have been identified for procurement by Sundays River Valley Municipality. All bidders must submit the information requested below. Bids will not be considered should the prerequisites not be met.</p> <ul style="list-style-type: none"> <li>• Submit a company founding statement (C.K).</li> <li>• Submit Valid Tax Clearance Certificate- OR Status Pin.</li> <li>• Submit B-BBEE Original or Certified copy.</li> <li>• No bid will be accepted from any bidder without any registered Engineer/Technologist (whom his/her details reflect on the company registration documents) of relevant field.</li> <li>• Submit all director's certified ID copies as reflecting on the company registration document.</li> <li>• Submit proof of registration summary on Central Supplier Database (CSD).</li> <li>• List of relevant previous experience in projects must be submitted with completion certificates.</li> <li>• CVs of key personnel must be submitted together with certified copies of qualifications and ECSA/ Relevant Body registration.</li> <li>• Completed MBD forms – 1, 4, 6.1, 8 &amp; 9.</li> <li>• Lease Agreement, Municipal statement of Rates or Billing Clearance not older than three months.</li> <li>• The bid document must be completed in all respects in <b>permanent</b> ink.</li> <li>• Bids must be submitted in <b>original</b> Bid documents.</li> <li>• Bid documents must remain intact and no portion may be detached.</li> <li>• <b>Failure to complete and submit All the above supplementary information will result in bidder being deemed non-responsive.</b></li> <li>• Bidders shall comply with the following legislation and declare in the forms provided herewith: <ul style="list-style-type: none"> <li>✓ Compensation for Occupational Injuries and Diseases Act.</li> <li>✓ Occupational Health and Safety Act.</li> </ul> </li> </ul>

F.2.16	The bid offer validity period is <b>90 days</b> from the closing date of bid submission.
F.2.23	The following certificates are to be provided: <ul style="list-style-type: none"> <li>- As per pre-requisite of Bid data mentioned above (Ref: F.2.1)</li> </ul>
F.3.4	The time and location for opening of the bid offers are: <ul style="list-style-type: none"> <li>- As detailed in Bidding Notice or in any addendum thereafter if applicable.</li> </ul>

<p>Table 1 of SANS 294:2004</p> <p>F.3.11</p>	<p>Standard procurement procedure: Proposal procedure using two stage system</p> <ul style="list-style-type: none"> <li>- Non-financial proposals are called for. Tender offers are then invited from those tenderers that submit acceptable proposal based on a revised procurement documents. Alternatively, a contract is negotiated with the tenderer scoring the highest number of evaluation points. In this case prices are deemed to be equal as gazetted on the 25 March 2021 Guideline Tariff of professional fees no applicable discounts are applicable. Any additional services will be negotiated and evaluated by the parties concern.</li> </ul> <p><b><u>Examination of Bids and Determination of Responsiveness</u></b></p> <p>Prior to the detailed evaluation of Bids, the Employer will determine whether each bid:</p> <ul style="list-style-type: none"> <li>• meets the requirements of the Conditions of Bid;</li> <li>• has been properly signed;</li> <li>• is responsive to the requirements of the Contract documents;</li> <li>• provides any clarification and/or substantiation that the Employer may require;</li> <li>• complies with the Bid submission requirements in all other respect,</li> </ul> <p>A responsive bid is one, which substantially conforms to all the terms, conditions and specifications of the Contract without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion:</p> <ul style="list-style-type: none"> <li>• could detrimentally affect the scope, quality, or performance of the works;</li> <li>• changes in the Employer's or the Contractor's risks and responsibilities under contract; or</li> <li>• would affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.</li> </ul> <p><i>If the bid does not meet the requirements or it is not responsive, it is liable to be rejected by the Employer, and will not subsequently be made acceptable to the Employer by correction or withdrawal of non-conforming deviation or reservation.</i></p> <p><b><u>Examination of responsive bids for qualification on functionality</u></b></p> <p>A maximum of 100 points is allocated to Bid Functionality calculated as follows:</p> <ul style="list-style-type: none"> <li>• 50 points for Experience (Experience track record) on previous contracts of a similar nature, scope or complexity (over the last five years).</li> <li>• 50 points for Expertise and Capacity (Certified Qualifications and ECSA/Relevant registration /experience of staff allocated to the project / availability of skills to manage) to perform the contract (assigned personnel).</li> </ul> <p><b>SCORE CARD FOR FUNCTIONALITY POINTS</b></p> <table border="1"> <thead> <tr> <th data-bbox="333 1477 695 1511">DESCRIPTION</th><th data-bbox="695 1477 1172 1511">REQUIREMENTS</th><th data-bbox="1172 1477 1449 1511">POINTS</th></tr> </thead> <tbody> <tr> <td data-bbox="333 1511 695 1736">50 Points allocated for experience</td><td data-bbox="695 1511 1172 1736"> <p>5 Municipal/Government Projects over the last five years (civil or Electrical engineering projects)</p> <p>Each project will be scored 10 points <b>(attach completion certificates to be allocated points)</b></p> </td><td data-bbox="1172 1511 1449 1736">50 Maximum points</td></tr> <tr> <td data-bbox="333 1736 695 1852">50 Points is allocated for Capacity and resources</td><td data-bbox="695 1736 1172 1852">Two Valid ECSA Registered Professional Engineers with 10 years' experience or more <b>(attach CV with</b></td><td data-bbox="1172 1736 1449 1852">20</td></tr> </tbody> </table>	DESCRIPTION	REQUIREMENTS	POINTS	50 Points allocated for experience	<p>5 Municipal/Government Projects over the last five years (civil or Electrical engineering projects)</p> <p>Each project will be scored 10 points <b>(attach completion certificates to be allocated points)</b></p>	50 Maximum points	50 Points is allocated for Capacity and resources	Two Valid ECSA Registered Professional Engineers with 10 years' experience or more <b>(attach CV with</b>	20
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50 Points is allocated for Capacity and resources	Two Valid ECSA Registered Professional Engineers with 10 years' experience or more <b>(attach CV with</b>	20								

	<p><b>certified copies of qualifications)</b></p> <p>Each ECSA Professional Engineer will be allocated 10 points</p>	
	<p>Two Valid ECSA Registered Professional Technologists with 15 years' experience or more <b>(attach CV with certified copies of qualifications)</b></p> <p>Each ECSA Professional Technologist will be allocated 10 points</p>	20
	<p>Two Valid ECSA Registered Professional Engineering Technicians with 10 years' experience or more <b>(attach CV with certified copies of qualifications)</b></p> <p>Each Professional Engineering Technician will be awarded 5 points</p>	10
	<b>TOTAL POINTS</b>	<b>100</b>
	<p><i>A bidder scoring <u>less than 70 points</u> in Functionality will be considered as DISQUALIFIED for any further consideration.</i></p>	

F.3.13.1	Bid offers will only be considered on condition that they are responsive and functional.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p><b>ADDITIONAL CONDITIONS OF BID</b></p> <p>The additional conditions of Bid are:</p> <ol style="list-style-type: none"> <li><b>1. Joint Venture</b> Bidders may form a joint venture acceptable to the Employer as detailed in the bid documents.</li> <li><b>2. Costs incurred by Bidder</b> The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Bidder in the preparation of the Bid or in visiting the Site in connection therewith</li> <li><b>3. Acceptance of Bid</b> The Employer does not bind itself to accept the lowest or any Bid or to furnish any reasons for the acceptance or rejection of a Bid.</li> <li><b>4. Period of validity of Bid and withdrawal of Bid after the closing date of Bid submission</b> All Bids shall remain valid for a period of ninety (90) days from the time and date set for the closing of Bids, or until the Bidder is relieved of this obligation by the Employer, in</li> </ol>

writing, at an earlier date.

**5. Withdrawal of Bid during validity or Failure in signing Contract Agreement at Award**

Should a Bidder:

- Withdraw his Bid during the period of its validity; **or**
- Give notice of his inability to execute the Contract or fail to execute the Contract; **or**
- Fail to sign the Contract Agreement or furnish the required security within the period fixed in the Contract Data (C1.2) to the Bid or any extended time agreed to by the Employer; ***then he shall be liable for and pay to the Employer –***
  - i. *All expenses incurred in calling for fresh Bids, if it should be deemed necessary by the Employer to do so;*
  - ii. *The difference between his Bid and any less favourable Bid accepted either by fresh Bids being called or by another Bid being accepted from those already received;*
  - iii. *Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh Bids or accepting another Bid from those already received, as the case may be.*

***And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under this or any other Bid or Contract between the Employer and the Bidder/Contractor, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfilment of this or any other Bid or Contract between the Employer and the Bidder/Contractor. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Condition of Bid, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Bidder's default.***

***Provided always that the Employer may exempt a Bidder from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.***

**6. Repudiation of Bid or Invalidation of Contract**

If the Employer is satisfied that the Bidder or any person is being an employee, partner, director, member or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder:

- a) has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of a Contract;
- b) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;
- c) has approached an officer or employee of the Employer or Consulting Engineer with the object of influencing the award of a Contract in the Bidder's favour;
- d) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:
  - i. *to refrain from BIDDING for this Contract;*
  - ii. *as to the amount of the Bid to be submitted by either party;*
- e) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Bid except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid;

***The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.***

**7. South African Jurisdiction**

The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid and each Bidder shall indicate a place in the Republic and specify it in his Bid as his domicilium citandi et executandi where any legal process may be served on him.

***Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of South Africa.***

**8. Amendments to Bid by Employer**

**1. Arithmetical Errors**

The Employer shall check and correct arithmetical errors for responsive bids in the following manner as per CIDB guideline:

- i. *Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.*
- ii. *If the pricing (or bills of quantities or schedule of quantities or schedule of rates) 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.*
- iii. *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 bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.*

**2. Imbalance in Bid Rates**

In the event of there being Bid rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the Bidder may be required to produce evidence and advance arguments in support of the Bid rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the Bid rates or prices objected to, he may request the Bidder to amend these rates and prices along the lines indicated by him.

The Bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Bid Sum.

***Should the Bidder fail to amend his Bid in a manner acceptable to the Employer, it should result rejection of the bid unless the Employer decided otherwise.***

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

The following returnable documents constitute the list of returnable documents for this bid. These are required for bid evaluation purposes.

- T2.1 A Company registration details
- T2.1 B Record of Addenda to Bid Documents
- T2.1 C Professional Indemnity Details
- T2.1 D Schedule of Proposed Sub-Consultants
- T2.1 E Schedule of Bidder's Experience
- T2.1 F Qualifications of Bid
- T2.1 G Alternative Bids
- T2.1H Declaration of bidder's past supply chain management practices
- T2.1I Declaration of interest (in the service of the State)
- T2.1J Joint Venture Disclosure Form
- T2.1K Certificate of independent bid determination (MBD9)

## T2.1 A COMPANY REGISTRATION DETAILS

Indicate the status of the Bidder by ticking (✓) the appropriate box hereunder:

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

The Bidder must complete the certificate set out hereunder for the **relevant category only**.

### A. CERTIFICATE FOR COMPANY

I, (Mr./ Miss./ Mrs./ Ms.) \_\_\_\_\_, chairperson of the board of directors of \_\_\_\_\_, hereby confirm that by resolution of the board (copy attached) taken on the \_\_\_\_\_ 20\_\_\_\_\_, (Mr./ Miss./ Mrs./ Ms.) \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, was authorised to sign all documents in connection with this Bid and any contract resulting from it on behalf of the company/ firm.

Authorised signature of (Mr./ Miss./ Mrs./ Ms.) \_\_\_\_\_ is hereunder: \_\_\_\_\_

**Enclosed herewith Certificate of Business Registration (Registration with Dept of Trade Industry)**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

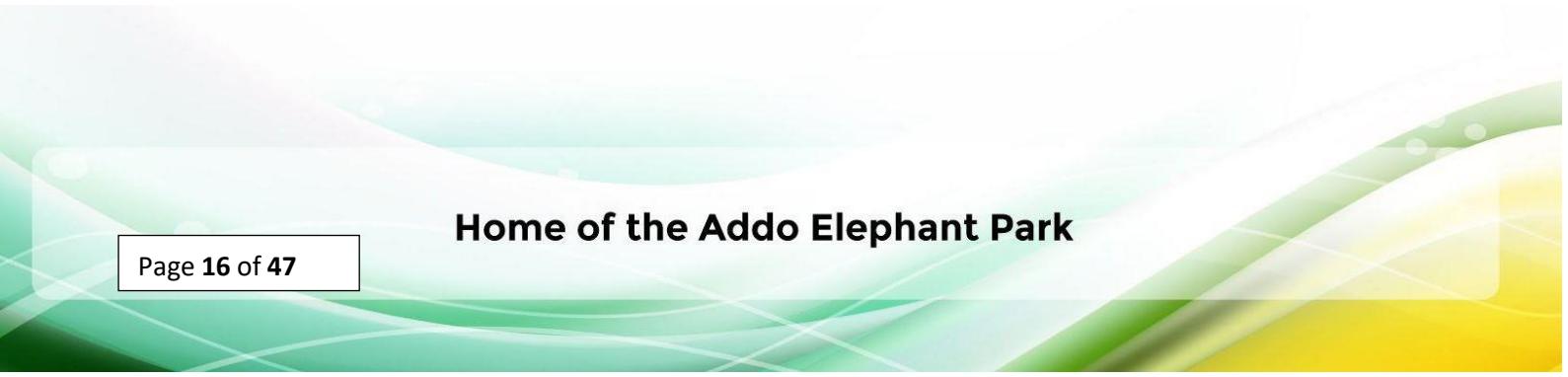
As witnesses:

1. \_\_\_\_\_

\_\_\_\_\_  
Date

2. \_\_\_\_\_

\_\_\_\_\_  
Date



**Home of the Addo Elephant Park**

**B. CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as \_\_\_\_\_  
\_\_\_\_\_, hereby authorise (Mr./ Miss./ Mrs./ Ms.)  
\_\_\_\_\_, acting in the capacity of \_\_\_\_\_  
\_\_\_\_\_, to sign all documents in connection with this Bid and any contract resulting  
from it on our behalf.

Authorised signature of (Mr./ Miss./ Mrs./ Ms.) \_\_\_\_\_ is hereunder:

**Enclosed herewith Certificate of Business Registration (Registration with Dept of Trade Industry)**

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

### **C. Certificate for Joint Venture**

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorise (Mr./ Miss./ Mrs./ Ms.)

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

\_\_\_\_\_, acting in the capacity of lead

partner, to sign all documents in connection with this Bid and any contract resulting from it on our behalf.

Authorised signature of (Mr./ Miss./ Mrs./ Ms.) \_\_\_\_\_ is hereunder:

Enclosed herewith Certificates of Businesses Registrations (Registration with Dept of Trade Industry) for all of us

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

<u>NAME OF FIRM</u>	<u>ADDRESS</u>	<u>AUTHORISING SIGNATURE, NAME &amp; CAPACITY</u>	<u>% SHARE IN JOINT VENTURE</u>


**D. Certificate for sole proprietor**

I, (Mr./ Miss./ Mrs./ Ms.) \_\_\_\_\_, hereby confirm that I am the sole owner of the business trading as (Name of Company) \_\_\_\_\_  
 at (Address) \_\_\_\_\_  
 \_\_\_\_\_.

Enclosed herewith Certificate of Business Registration (Registration with Dept of Trade Industry)

\_\_\_\_\_ (Designation):

\_\_\_\_\_ Date

As witnesses:

1. \_\_\_\_\_

\_\_\_\_\_ Date

2. \_\_\_\_\_

\_\_\_\_\_ Date

**E. CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise (Mr./ Miss./ Mrs./ Ms.)

\_\_\_\_\_, acting in the capacity of \_\_\_\_\_

\_\_\_\_\_, to sign all documents in connection with this Bid and any contract resulting from it on our behalf.

Authorised signature of (Mr./ Miss./ Mrs./ Ms.) \_\_\_\_\_ is hereunder:

\_\_\_\_\_

**Enclosed herewith Certificate of Business Registration (Registration with Dept of Trade Industry)**

NAME	ADDRESS	SIGNATURE	DATE

**NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.**

## T2.1 B Record of Addenda to Bid Documents

We confirm that the following communications received from the Sundays River Valley Local Municipality before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

Addenda no.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Bidder \_\_\_\_\_

## **T2.1 C PROFESSIONAL INDEMNITY DETAILS**

I/we have the following Professional Indemnity (PI) for the project in accordance with clause 7 of the project specifications:

Name of Institution:

\_\_\_\_\_ Located at: \_\_\_\_\_

Name of Contact Person: (Mr./ Miss./ Mrs./ Ms.)

\_\_\_\_\_ Telephone No.: \_\_\_\_\_

\_\_\_\_\_, Fax: \_\_\_\_\_

Value of the PI: R \_\_\_\_\_, Expiry Date: \_\_\_\_\_

20\_\_\_\_\_

**(A certified copy of the PI certificate must be attached for the bid to be responsive).**

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

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

Bidder \_\_\_\_\_

## T2.1 D Schedule of Proposed Sub-consultants

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

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. Note that not more than 10% of the contract value may be sub-contracted to non HDI business and not more than 25% to a HDI business. This should include specialist sub-consultants e.g. Survey, OHS, and any other similar.

#	Name and address of proposed Sub-consultants	Nature and extent of work that will be sub-contracted	Previous experience with Sub-consultants
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Attach additional pages if more space is required.

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

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

Bidder \_\_\_\_\_

## T2.1 E Schedule of the Bidder's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

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

Attach additional pages if more space is required.

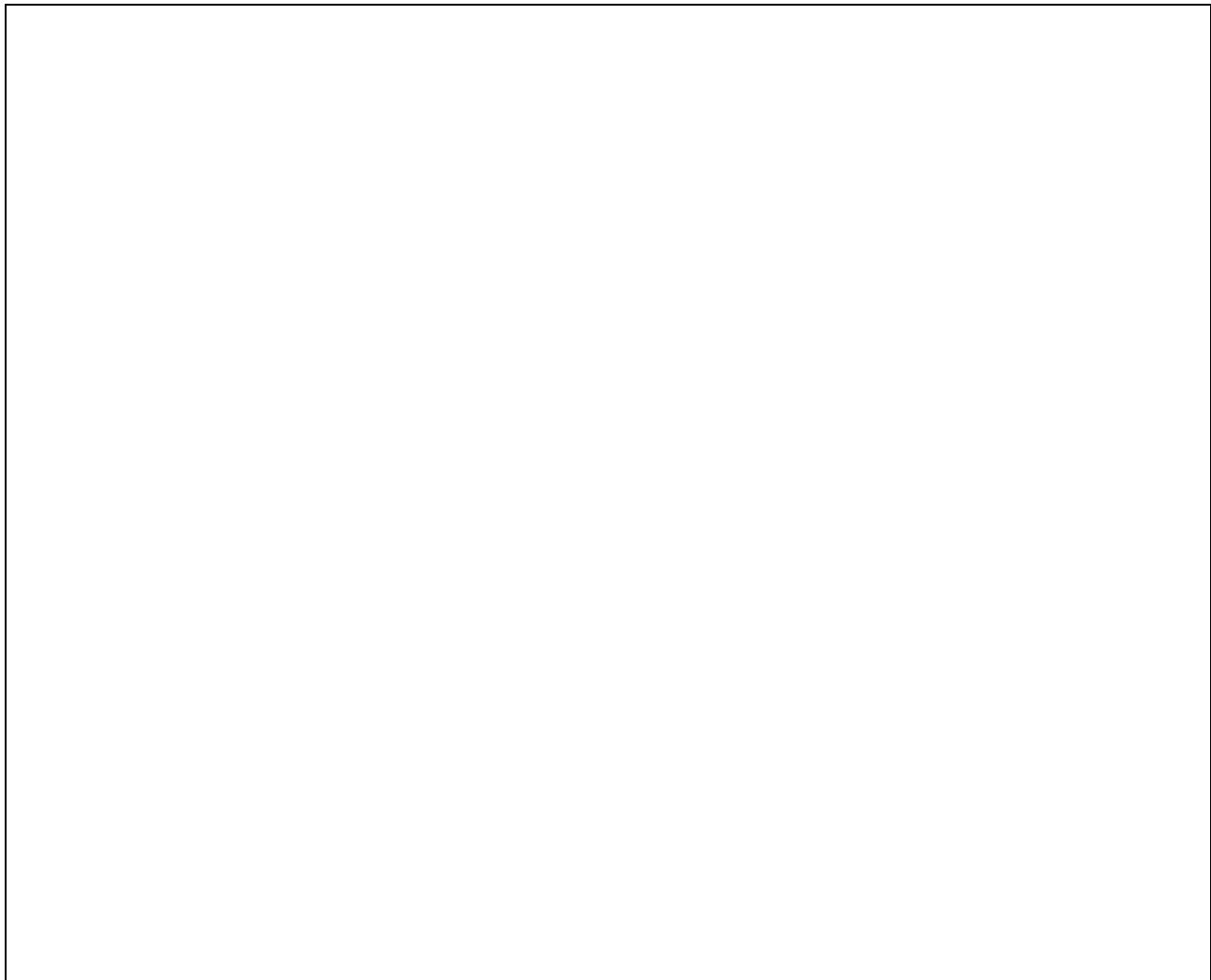
Signed \_\_\_\_\_ Date \_\_\_\_\_

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

Bidder \_\_\_\_\_

**T2.1 F      QUALIFICATIONS OF BID**

Should the Bidder wish to qualify his Bid in any manner, then full details of all such qualifications must be fully described on this form or on separate sheets attached to this form, all in accordance with the provisions of Conditions of Bid.



Attach additional pages if more space is required.

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

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

Bidder \_\_\_\_\_

**T2.1 G****Alternative Bids**

On condition that the Bidder submits a Bid strictly in accordance with the Bid Documents consideration will be given to alternative offers which he may wish to submit. Such offers shall be described, measured and priced in sufficient detail to enable the Employer to evaluate the alternative. See the Conditions of Bid.



Attach additional pages if more space is required.

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

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

Bidder \_\_\_\_\_

## T2.1 H Declaration of Bidder's Past Supply Chain Management Practices

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 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 companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the 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 (Attach additional pages if more space required):		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars (Attach additional pages if more space required):		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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 (Attach additional pages if more space required):		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars (Attach additional pages if more space required):		

Item	Question	Yes	No

#### CERTIFICATION

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

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

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

Position \_\_\_\_\_

Bidder \_\_\_\_\_

## **T2.1 | Joint Venture Disclosure Form**

### **i) GENERAL**

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

### **ii) JOINT VENTURE PARTICULARS**

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

iii) **IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

3.1 Name of the Firm: .....

a) Postal address: .....

b) Physical address: .....

d) Telephone: .....; e) Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....Contact No.....

3.2 Name of the Firm: .....

a) Postal address: .....

b) Physical address: .....

d) Telephone: .....; e) Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....Contact No.....

3.3 Name of the Firm: .....

a) Postal address: .....

b) Physical address: .....

d) Telephone: .....; e) Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....Contact No.....

(Use additional sheets if required for further non Affirmable Joint Venture Partners)

- **IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

4.1 Name of the Firm:

.....

c) Postal address:

.....

d) Physical address: .....

.....

d) Telephone: .....; e) Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

..... Contact No.....

4.2 Name of the Firm: .....

c) Postal address: .....

.....

d) Physical address: .....

.....

d) Telephone: .....; e) Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

..... Contact No.....

4.3 Name of the Firm: .....

c) Postal address: .....

.....

d) Physical address: .....

.....

e) Telephone: .....; e) Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....Contact No.....

(Use additional sheets if required for further non Affirmable Joint Venture Partners)

**iv) BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

**v) OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable joint venture partner ownership percentage(s): ..... %

b) Non-affirmable joint venture Partner ownership percentage(s): ..... %

c) Affirmable joint venture partner percentages in respect of: \*  
i. Profit and loss sharing: ..... %  
ii. Initial capital contribution in Rand .....

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

iii. Anticipated on-going capital contributions in Rand .....

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

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

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

	7.1 NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER'S NAME
a)		
b)		
c)		

d)		
e)		

	7.2 AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER'S NAME
a)		
b)		
c)		
d)		
e)		

#### vii) CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

(a) Joint Venture cheque signing

	NAME OF FIRM	NAME OF INDIVIDUAL	LIMITATION(S)
i.			
ii.			
iii.			

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

	NAME OF FIRM	NAME OF INDIVIDUAL	LIMITATION(S)
i.			
ii.			
iii.			

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

	NAME OF FIRM	NAME OF INDIVIDUAL	LIMITATION(S)
i.			
ii.			
iii.			

(d) Acquisition of lines of credit

NAME OF FIRM	NAME OF INDIVIDUAL	LIMITATION(S)
i.		
ii.		
iii.		

(e) Acquisition of performance bonds

NAME OF FIRM	NAME OF INDIVIDUAL	LIMITATION(S)
i.		
ii.		
iii.		

(f) Negotiating and signing labour agreements

NAME OF FIRM	NAME OF INDIVIDUAL	LIMITATION(S)
i.		
ii.		
iii.		

viii) **MANAGEMENT OF CONTRACT PERFORMANCE**

(Provide name(s) of responsible person(s) and respective firm(s) for followings)

1. Supervision of field operations:

i. Name of Person:

.....

ii. Name of the Firm:

.....

iii. Telephone: .....; Cell phone: .....; Fax: .....

2. Major purchasing

i. Name of Person:

.....

ii. Name of the Firm:

.....

iii. Telephone: .....; Cell phone: .....; Fax:

.....

3. Estimating

i. Name of Person:

.....

ii. Name of the Firm:

.....

iii. Telephone: .....; Cell phone: .....; Fax:

.....

(d) Technical management

i. Name of Person:

.....

ii. Name of the Firm:

.....

iii. Telephone: .....; Cell phone: .....; Fax: .....

**ix) MANAGEMENT AND CONTROL OF THE JOINT VENTURE**

(a) Identity the "management", if any

.....

.....

.....

.....

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

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract.

MANAGEMENT FUNCTION/ DESIGNATION	NAME	PARTNER*

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

**x) PERSONNEL**

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

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

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

(b) Number of operative personnel to be employed on the Contract who are currently in the employment of partners.

xi) Number currently employed by Affirmable Joint Venture Partners:

.....

xii) Number currently employed by the Joint Venture :

.....

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

.....

(e) Name of individual(s) who will be responsible for hiring Joint Venture employees:

NAME OF FIRM	NAME OF INDIVIDUAL	CONTACT
i.		
ii.		
iii.		

(f) Name of partner who will be responsible for the preparation of Joint Venture Payrolls:

NAME OF FIRM	NAME OF INDIVIDUAL	CONTACT
i.		
ii.		
iii.		

### xiii) CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

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

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

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

Signature: .....; Date: .....

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

Name : .....

Address: .....

Telephone: .....; Cell phone: .....; Fax: .....

---

:  
Signature: .....; Date: .....

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

Name : .....

Address: .....

Telephone: .....; Cell phone: .....; Fax: .....

---

Signature: .....; Date: .....

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

Name : .....

Address: .....

Telephone: .....; Cell phone: .....; Fax: .....

---

Signature : .....; Date: .....

Duly assigned to sign on behalf of:

Name : .....

Address: .....

Telephone: .....; Cell phone: .....; Fax: .....

---

## **T2.2 RETURNABLE SCHEDULES**

The following are the returnable schedules for this bid. These are required to be incorporated into the Contract.

### **C1.1 Contract Data**

Attach additional pages if more space is required.

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

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

Bidder \_\_\_\_\_

## PART 3: SCHEDULE OF DEVIATION

### DETAILS OF DEVIATION:

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

Details: \_\_\_\_\_

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

Details: \_\_\_\_\_

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

Details: \_\_\_\_\_

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

Details: \_\_\_\_\_

By duly authorised representatives signing this schedule of deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

### **For the Professional Service Provider:**

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

Signature

Name \_\_\_\_\_

### **Witnesses:**

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

### Signature

Name \_\_\_\_\_

## For the Employer:

\_\_\_\_\_ Date \_\_\_\_\_

### Signature

Name \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**Signature**

Name \_\_\_\_\_

**PART 4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

THIS AGREEMENT is made between the SUNDAYS RIVER VALLEY MUNICIPALITY represented by the Municipal Manager (hereinafter called the EMPLOYER of the one part, herein represented by:

In his/her capacity as: \_\_\_\_\_;

AND: \_\_\_\_\_  
(hereinafter called the Professional Service Provider/ the PSP) of the other part, herein represented by:

in his/her capacity as: \_\_\_\_\_  
duly authorised to sign on behalf of the PSP.

**WHEREAS** the PSP is the Mandatory of the EMPLOYER in consequence of an agreement between the PSP and the EMPLOYER in respect of  
**Bidding Notice No: SRVM:04/2024**

**PROFESSIONAL SERVICE PROVIDERS(PSP) TO RENDER MULTI-DISCIPLINARY SERVICES IN CIVIL, BUILDING, MECHANICAL, PROJECT MANAGEMENT, STRUCTURAL, SOCIAL FACILITATION, ELECTRICAL AND ENVIRONMENTAL SERVICES FOR A PERIOD OF THREE (3) YEARS:**

**AND WHEREAS** the EMPLOYER and the PSP have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The PSP undertakes to acquaint the appropriate officials and employees of the PSP with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The PSP undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the PSP, his officials and employees. The PSP shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The PSP hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the PSP expressly absolves the EMPLOYER and the Employer's personnel from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The PSP agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the PSP has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the PSP, or to take such steps it may deem necessary to remedy the default of the PSP at the cost of the PSP.

5. The PSP shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at \_\_\_\_\_ this day of \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_ for and on behalf of

**the Professional Service Provider:**

**the Employer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Witnesses:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

## C1.2 CONTRACT DATA

The Conditions of Contract are the *Standard Professional Services Contract* (July 2009) published by the Construction Industry Development Board, Third Edition , document 1014 from pages 1 up to 16.

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

### PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
1.	The Employer is the <b>Sundays River Valley Municipality</b> <b>23 Middle Street, Eastern Cape, Republic of South Africa</b> <b>Telephone: 042 230 7700</b>
3.4 and 4.3.2	The authorized and designated representative of the Employer is <b>Municipal Manager, Sundays River Valley Municipality</b>  The address for receipt of communications is <b>23 Middle Street, Kirkwood, 6120</b> <b>Telephone: 042 2307700.</b>
1.	The Project is Professional Service Providers(PSP) To Render Multi-Disciplinary Services In Civil, Building, Mechanical, Project Management, Structural, Social Facilitation, Electrical And Environmental Services For A Period Of Three (3) Years:
1.	The term 'Professional Service Provider' shall be used for 'Service Provider'.
3.4.1	The communication by e-mail will only be accepted on submission of hard copy print out in letterhead and properly signed by the authorized person. Faxes will only be acceptable on submission of original signed documents.
3.6	The Professional Service Provider shall not release public or media statements or publish material related to the Services or the Project under any circumstances without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.
3.11	The penalty payable is R 1000.00 per day subject to a maximum amount equivalent to 25% of his total payable amount for services. A penalty of R 5,000.00 per month is payable for each report of which the Professional Service Provider fails to meet the reporting requirement as set out in the scope of works. The penalty is payable for each month for which the failure continues.
3.14	The programme shall be submitted within 14 days of the award of contract or prior to signing agreement whichever is earlier.

5.4.1	<p>The Professional Service Provider is required to provide following insurances within 14 days of the award of contract or prior to signing agreement whichever is earlier:</p> <p>i. <i>Insurance Against: Professional Liability (Professional Indemnity).</i>  <i>Cover is:</i> Full project value (as determined after completion).  <i>Period of cover:</i> Until three years after completion (issuance of completion certificates and submission of close up reports) of the Project.</p> <p>ii. <i>Insurance Against: Public Liability</i>  <i>Cover is:</i> Full project value (as determined after completion).  <i>Period of cover:</i> Entire Project duration (Feasibility studies to release retention).</p>
8.1	The Professional Service Provider is to commence the performance of the Services within 7 days of the date that the Contract becomes effective.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 6 months.
9.1	Copyright of all documents prepared for the Project shall be vested with the Employer.
12.2.1	In the event that the parties fail to agree on a mediator, the President of the relevant Council nominates the mediator.
12.4.1	In the event that the parties fail to agree on an arbitrator, the President of the Association of Arbitrators nominates the arbitrator.
15.	The interest rate will be prime interest rate of the Employer's bank at the time the amount is due.

## PART 2: DATA PROVIDED BY THE PROFESSIONAL ENGINEERING SERVICE PROVIDER

Clause	Data
1.	<p>The Professional Engineering Service Provider is _____</p> <p><i>Address:</i> _____</p>

	<p><i>Telephone:</i> _____ ; <i>Facsimile:</i> _____ ; <i>Email:</i> _____</p>																		
5.3	<p>The authorized and designated representative of the Professional Engineering Service Provider is          _____</p> <p>The address for receipt of communications is  <i>Address:</i> _____</p> <p><i>Telephone:</i> _____ ; <i>Facsimile:</i> _____ ; <i>Email:</i> _____</p>																		
5.5 b) and 7.1.2	<p>The Key Persons and their jobs/ duties in relation to the services are:</p> <table border="1"> <thead> <tr> <th><b>Name</b></th> <th><b>Jobs/ duties</b></th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	<b>Name</b>	<b>Jobs/ duties</b>																
<b>Name</b>	<b>Jobs/ duties</b>																		

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of the Firm \_\_\_\_\_

## C2.1 SCOPE OF WORK

### BACKGROUND

The Municipality has allocated accordingly through its Integrated Development Plan (IDP) **2023 to 2026** funds for projects and hence the tender for Appointment of Professional Service Providers(PSP) To Render Multi-Disciplinary Services In Civil, Building, Mechanical, Project Management, Structural, Social Facilitation, Electrical And Environmental Services For A Period Of Three (3) Years.

The Municipality is intended to appoint Professional Service Providers to assist in project registration in different sector systems e.g. on MIG (MIS), WSIG etc designing and construction management and supervision, Environmental Impact assessment of its projects' etc.

#### 2.1.1 INTENDED SERVICES FROM PROFESSIONAL SERVICE PROVIDER

*IT IS IMPORTANT TO NOTE THAT WHERE APPROPRIATE PROJECTS ARE INTENDED TO CONSTRUCT FOLLOWING THE '**LABOUR INTENSIVE CONSTRUCTION METHOD**', HENCE THE PROFESSIONAL SERVICE PROVIDER HAS TO DESIGN, PREPARE THE CONSTRUCTION TENDER DOCUMENT AND GUIDE AND SUPERVISE THE CONTRACTOR IN CONSTRUCTING THE PROJECT FOLLOWING THE SAME METHOD.*

**The General Conditions of Construction would be the 'General Conditions of Contract for Construction Works, Second Edition, 2015 ('GCC 2015') by SAICE.**

The following are primarily identified services; the professional service provider has to offer under this contract without limiting him to offer required services for the successful completion of the projects.

##### A. Normal Services

The 'Normal Services' will be as per Clause 3.2 of ECSA Guideline (Ref: No. 44333, Government Gazette, 26 March 2021) and construction contract would be according to the latest GCC for Construction by SAICE along with CIDB Guide Line for Professional Services including reporting and certifications) to fulfil the project requirement as explained in the tender documents and will follow the stages mentioned below:

- Stage 1: Inception (Ref: Clause 3.2.1 of above-mentioned ECSA Guideline);
- Stage 2: Concept and Viability (Preliminary Design), (Ref: Clause 3.2.2 of above-mentioned ECSA Guideline);
- Stage 3: Design Development (Detail Design), (Ref: Clause 3.2.3 of above-mentioned ECSA Guideline);
- Stage 4: Documentation and Procurement (Ref: Clause 3.2.4 of above-mentioned ECSA Guideline);
- Stage 5: Contract Administration and Inspection (Ref: Clause 3.2.5 of above-mentioned ECSA Guideline);
- Stage 6: Close-Out (Ref: Clause 3.2.6 of above-mentioned ECSA Guideline).

***Bidders are to note that deliverables according to the stages and reporting are mandatory and part of normal services; no payment will be made for services without receipt of acceptable deliverable(s) and reports in time.***

## **B. Additional Services**

The 'Additional Services' will be as per Clause 3.3 of ECSA Guideline (Ref: No. 44333, Government Gazette, 26 March 2021) to fulfil the project requirement as explained in the tender documents and will follow/ categorised as below:

- i. Survey and setting out: referred to Clause 3.3.1 (8) and (9) of above-mentioned ECSA Guideline;
- ii. Testing and Investigation: referred to Clause 3.3.1 (8) of above-mentioned ECSA Guideline;
- iii. Occupational Health and Safety (Act, 1993; Act No. 85 of 1993) up to the completion of the project: referred to Clause 3.3.3 of above-mentioned ECSA Guideline;

## **C. Reimbursable Services/ Disbursement**

- i. Environmental Impact Assessment (EIA) and Environmental Impact Management (EIM): To fulfil the requirement of Environmental Impact Assessment (EIA) and Environmental Impact Management (EIM) relevant to the projects under the group according to the NEMA Act No. 107 of 1998 and subsequent amendments and to arrange the necessary authorization from DEDEA and DME, the Professional Services Provider should have to appoint an individual or a company or a firm professionally qualified and registered to take care of the issues of EIA and EIM and independent of the Service provider. The Professional Service Provider has to submit a proper agreement and necessary quotation from the individual or company or farm in this regard **before appointment for approval by Client**.
- ii. Travelling: Travelling or conveyance of Consulting Engineer or a member of Consulting Engineer's staff should be according to Clause 4.5 (2) of above-mentioned ECSA Guideline would be deemed to cover all cost on lump-sum basis and be reimbursed on the basis of progress of project.

## **D. Project Set up**

- i. Establishment of a project implementation programme and time frame in consultation with the Employer;
- ii. Ensuring that community participation at all the level of project implementation is maximised;
- iii. Establishing of project steering committee and that the community endorses the proposed project.

## **E. Deliverables**

Following are the deliverables at various stages of services to be provided by the Professional Service Provider according to the Clause 3.2 of ECSA Guideline (Ref: No. 44333, Government Gazette, 25 March 2021) and tender documents without limiting requirement of any other reports or documents may be deemed necessary during the course of the projects implementation:

### Stage 1: Inception

- i. Signed Agreement/ Contract
- ii. Inception Report covering
  - ✓ Report on project, site and functional requirement
  - ✓ Agreed scope of services and work
  - ✓ Consultants Team with Organogram and responsibilities
  - ✓ Schedule of required surveys, analyses, site and other investigation
  - ✓ Schedule of Consent and Approvals (Project Implementation Time Frame)

### Stage 2: Concept and Viability (Preliminary Design)

- i. Preliminary Design Report covering
  - ✓ Design concept
  - ✓ Construction Specifications
  - ✓ Result/ analyses/ report of Survey and investigations
  - ✓ Road alignment, cross-sections including proposed storm-water drainage (design drawings)
  - ✓ Cost estimates in the form of bill of quantities along with cost analyses and life cycle costs
  - ✓ Alternatives if envisaged
- ii. EIA and EIM reports

### Stage 3: Design Development (Detail Design)

- i. Detail Design Report covering
  - ✓ Design concept, final and accepted
  - ✓ Construction Specifications, final and accepted
  - ✓ Result/ analyses/ report of Survey and investigations, final and accepted
  - ✓ Road alignment, cross-sections including proposed storm-water drainage (detail design drawings), final and accepted
  - ✓ Cost estimates in the form of bill of quantities, final and accepted
- ii. EIA and EIM letter of authorization from DEDEA and DME

### Stage 4: Documentation and Procurement

- i. Tender Documents covering
  - ✓ Specifications
  - ✓ Working drawings
  - ✓ Bill of quantities
- ii. Project budget, final estimates
- iii. Tender evaluation report along with recommendations

### Stage 5: Contract Administration and Inspection

- i. Schedule of predicted cash flow
- ii. Construction documentation
- iii. Drawing register
- iv. Estimates of proposed variation with recommendation, if any
- v. Contract administration and inspection according to GCC for Construction Works, SAICE
- vi. Financial control reports
- vii. Progressive and draft final accounts
- viii. Valuation and recommendation of payment certificates
- ix. Practical completion certificate and defects list

### Stage 6: Close-Out

- i. Valuations and recommendations for payment certificates
- ii. Final Completion Certificate and close-out reports
- iii. As-built drawings and documentation (Design drawings, Vector Drawings, As Built Planned Drawings), Soft Copy and hard copies.
- iv. Operation and maintenance manuals, guarantees and warranties
- v. Final accounts

### Other Routine Reports and documentation

Following are other routine reports and documentations that are foreseen to be submitted by Professional Services Provider without limiting any necessary of preparing other reports and documentations:

- i. Project progress reports within the prescribed timeframes and in agreed formats.
- ii. All reports and information according to MIG (MIG 1, MIG 4, MIG 5, MIG 6, MIG 8, MIG 9 and MIG 10)
- iii. Site meeting and technical committee meeting minutes

## PROJECT IMPLEMENTATION TIMEFRAME

The Professional Service Provider shall work within the timeframes as agreed and approved by the Municipality. The detail implementation schedule shall be discussed and agreed in between the Employer and the successful bidder. **The stages mentioned would be considered completed only at submission/ concluding all the deliverables of any stage.** As the start the following pro-foma tame would be utilised to give tentative dates as to program intact.

Mile Stone/ Stage of Work	Days	Start Date	End Date
Commencement of Work			
Stage 1: Inception			
Stage 2: Concept and Viability (Preliminary Design)			
Stage 3: Design Development (Detail Design)			
Stage 4: Documentation and Procurement			
Stage 5: Contract Administration and Inspection			
Stage 6: Close-Out			

#### **Other Routine Reports and documentation**

Following are other routine reports and documentations that are foreseen to be submitted by Professional Services Provider without limiting any necessary of preparing other reports and documentations:

- i. Project progress reports within the prescribed timeframes (normally by the 7<sup>th</sup> of next month) and in agreed formats.
- ii. All reports and information according to MIG (MIG 1, MIG 4, MIG 5, MIG 6, MIG 8, MIG 9 and MIG 10)
- iii. Site meeting and technical committee meeting minutes

## DECLARATION OF INTEREST

1. No application will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may submit a database application. In view of possible allegations of favouritism, should the resulting registration, award 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: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (Director, trustee, shareholder).....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all the directors/ trustees/shareholders member, 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

\_\_\_\_\_

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;

3.8.1 If yes, furnish particulars.....

.....

.....

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

1.9.1 If yes, furnish particulars.

.....

.....

---

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

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

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

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

**3.10.** Do you, have any relationship (family, friend, other) with persons in Sundays River Valley Municipality and who may be involved with the evaluation and or adjudication of this bid (in terms of the services you intend to render to Sunday River Valley Municipality? **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, principal shareholders or stakeholders in the service of the state?

**YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars.

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
Authoring Signature

.....  
Date

.....  
Full name Capacity

.....  
Witness

.....  
Witness

**CERTIFICATION**

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

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE  
TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

### 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).
- 1.21.2
  - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) Specific goals
- 1.4 The maximum points for this bid are allocated as follows:
 

PRICE	POINTS
SPECIFIC GOALS	80
Total points for Price and B-BBEE must not exceed	20
	100
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### **3.1 POINT AWARDED FOR PRICE**

### 3.1.1 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 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:

4.2 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 (LED)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	What must be submitted to claim the points.
Within Sundays River Valley Local Municipality's area of jurisdiction		10			Proof of address signed by ward Councilor / Lease Agreement.
Within Sarah Baartman District Municipality's area of jurisdiction		8			Proof of address signed by ward Councilor / Lease Agreement
Within Eastern Cape province		6			Proof of address signed by ward Councilor / Lease Agreement
Within South Africa		4			Proof of address signed by ward Councilor / Lease Agreement
Outside South Africa		2			Proof of address signed by ward Councilor / Lease Agreement

**Table 2: B-BBEE for the tender points claimed are indicated per the table below.**

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

### **BID DECLARATION**

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

#### **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF THE TABLE ABOVE**

(i) B-BBEE Status Level of Contributor: . . . = .....(maximum of 10 points)

(Points claimed must be in accordance with the table reflected above and must be substantiated by relevant proof of B-BBEE status level of contributor)

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of company/firm.....

4.4 Company registration number: .....

#### **4.5 TYPE OF COMPANY/ FIRM**

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

Non-Profit Company  
 State Owned Company  
[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... .....

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

#### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

## **RESOLUTION TO SIGN**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on .....

Mr/Mrs. ..... whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. ..... and any  
Contract that may arise there from on behalf of (name of Bidder in block capitals) .....

---

SIGNED ON BEHALF OF THE COMPANY: .....

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 .....

2.....

## **THE CONTRACT**

**MBD 7.2**

### **CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

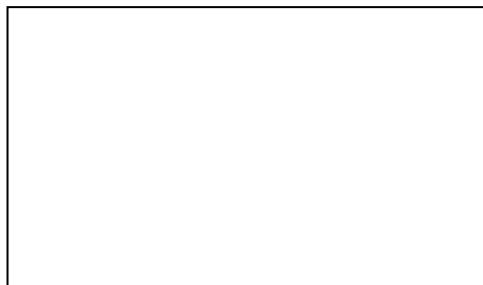
4. I confirm that I am duly authorised to sign this contract.

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

NAME (PRINT) .....

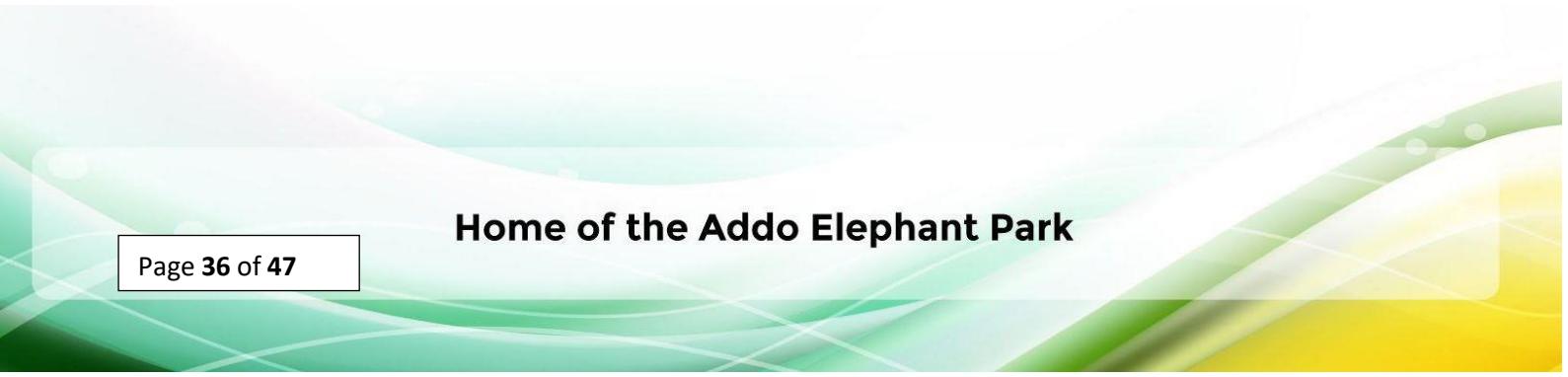
SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1 .....  
2 .....



**Home of the Addo Elephant Park**