

WATER AND SANITATION DEPARTMENT



TENDER REFERENCE: WS 06-2022.23

**TENDER FOR THE APPOINTMENT OF A CONSULTING ENGINEERING FIRM FOR
THE RENDERING OF PROFESSIONAL SERVICES FOR THE URGENT
REFURBISHMENT OF THE BRONKHORSTSPRUIT WATER TREATMENT PLANT
AND SOKHULUMI BOREHOLES.**

ISSUED BY:	PREPARED BY:
The Group Head Water and Sanitation Department PO Box 440 Pretoria 0001 Contact: Mr Stephens Notoane Tel: 012 358 3773 Fax: 012 358 4684	Water and Sanitation Department PO Box 440 Pretoria 0001 Contact: Elelwani Radali Tel: 012 358 7722 elelwanir@tshwane.gov.za

Registered Name of Tenderer :	
Trading Name of Tenderer :	
Postal Address of Tenderer :	
Contact Person :	CoT Vendor No :
Tel. No :	E-mail Address :
Cell No :	Fax No :
Offer :	

Only bidders registered on the Central Supplier Database and with CSD Number will be considered for this tender as it is a requirement from National Treasury.

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City of Tshwane

In compliance with
THE CIDB standards
for uniformity

PORTION 1 : TENDER

PART T1 : TENDER PROCEDURES

T1 TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

CITY OF TSHWANE WATER AND SANITATION DEPARTMENT



WS 06-2022.23: TENDER FOR THE APPOINTMENT OF A CONSULTING ENGINEERING FIRM FOR THE RENDERING OF PROFESSIONAL SERVICES FOR THE URGENT REFURBISHMENT OF THE BRONKHORSTSPRUIT WATER TREATMENT PLANT AND SOKHULUMI BOREHOLES.

Tenders are hereby invited for the above services.

Tenders will be evaluated on the basis of awarding points for price and Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. The 80/20 Preference Point System will be applied to this Tender. Only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will be considered.

The tender documents will be obtainable for download on www.etender.gov.za from **10 June 2022**.

A COMPULSORY CLARIFICATION MEETING with a representative of the Employer will take place at the BRONKHORSTSPRUIT WATER PURIFICATION PLANT (WPP) ,Portion 90 of the farm Hondsrivier 508-JR, Ukusala Street, Zithobeni Ext 4 (informal settlement) on the 30 JUNE 2022 at 10:00am

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept a tender as a whole or in part.

Tenders must remain valid for a period of **90 days** after the closing date

for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality. The City reserves the right to extend the validity period after consultation with the concerned parties.

The closing time for receipt of tenders is 11 August 2022 at 10:00am. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the CHIEF FINANCIAL OFFICER: FINANCIAL SERVICES DEPARTMENT, SUPPLY CHAIN MANAGEMENT, and must be submitted in the tender box situated City of Tshwane: Supply Chain Management, Tshwane House, 320 Madiba Street, Pretoria CBD, 0002. Tenders will be opened at the latter address at the time indicated.

TECHNICAL ENQUIRIES:	Employer's Agent:	Ms. Elelwani Radali
	Telephone:	012 358 7722
	Fax:	012 358 7763
	E mail:	elelwanir@tshwane.gov.za

SUPPLY CHAIN ENQUIRIES:	Employer's Representative:	Ms Lukkiet Thobejane-Selowe
	Telephone:	012 358 6282
	E mail:	lukkiet3@tshwane.gov.za

MMASEABATA MUTLANENG
ACTING CITY MANAGER
NOTICE 1 of 2022.23

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's (CIDB) Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019), bound into section T1.3.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data also contains project-specific amendments to the Standard Conditions of Tender applicable to this document. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C.1.1	Actions	The Employer is THE CITY OF TSHWANE . The term "bid" in the context of this standard is synonymous with the term "tender".
C.1.2	Tender documents	The Tender documents issued by the Employer comprise: PORTION 1: TENDER: <ul style="list-style-type: none"> Part T1: Tender Procedures Part T2: Returnable Documents PORTION 2: CONTRACT: <ul style="list-style-type: none"> Part C1: Agreement and Contract data Part C2: Pricing data Part C3: Scope of Work Tenderers are reminded that irrespective of any other provision or requirement contained in this tender, the only mandatory required documents to be submitted with this tender are listed in Part T2 of the Returnable Documents
C.1.3 C.1.3.2	Interpretation	<i>Replace this sub-clause with the following:</i> These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
C.1.3	Interpretation	Add the following new clauses: "1.3.4 The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English." "1.3.5 The following words will have the same meaning: <i>CITY OF TSHWANE, COT or CTMM</i> "
C.1.4	Communication and Employer's Agent	Agent: <i>Elelwani Radali</i> Tel: <i>012 358 7722</i> Fax: <i>012 358 7763</i> E-mail address: <i>elelwanir@tshwane.gov.za</i>
C.2.1	Eligibility	Add the following to the sub-clause C2.1: Only those Tenderers with key personnel (Project Leader , Process Engineer,Mechanical Engineer and Electrical Engineer) registered as a professional engineer/engineering technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) for the applicable engineering work are eligible to have their tenders evaluated.

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender				
		Only those tenders who score a minimum of 65 points in respect of the following criteria are eligible to submit tenders:				
		CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
		Relevant Experience of Tenderer:				Max 20
		Number of water purification plant projects completed. Supporting documentation in the form of a signed appointment letter and completion certificate on a client letter head must accompany all water treatment plant projects completed (A relevant project is a project, which entails the design and construction for all disciplines of water purification plant. Failure to submit, will result in zero score allocated).	1 relevant project	1	5	
			2 relevant projects	2		
			3 relevant projects	3		
			4 relevant projects	4		
		Experience of key staff on relevant (Water Purification Plant Projects) The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities with regards to comparable projects. These documents are compulsory and failure to submit will result in a zero-score allocated. Involvement in water treatment plant projects. Key Staff as indicated below:				Max 40
		1. Project Leader	1 relevant project 2 relevant projects 3 relevant projects 4 relevant project or more	1 2 3 4	2.5	10
		2. Process Design Engineer	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects or more	1 2 3 4		
		3. Mechanical Design Engineer	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects or more	1 2 3 4		
		4. Electrical Design Engineer	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects or more	1 2 3 4		
		Experience of Key Staff: Post professional registration. Key Staff as Indicated Below: Attach copies of detailed CV indicating years of experience in water treatment plant projects. The CVs are compulsory and should be for the key staff indicated on the organizing and staffing. Failure to submit will result in a zero-score allocated.				Max 25
			Years' experience posts professional registration:			
		1. Project Leader	5 years but less than 8years	1	2	10
			8 years but less than 10 years	2		
			10 years but less than 12 years	3		
			12 years +	5		
		2. Process Design Engineer	3 years but less than	1	1.67	5

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender					
			7 years				
			8 years but less than 11 years	2			
			11 years+	3			
		3. Mechanical Design Engineer	3 years but less than	1	1.67	5	
			7 years but less than 11 years	2			
			11 years +	3			
		4. Electrical Design Engineer Attach copies of detailed CV detailing the following electrical engineering experience in water purification plant project(s): – Supply, installation, connection and commissioning of replacement medium voltage switchgear panels. – Refurbishment, servicing, and testing of existing power transformers. – Electrical design of MCC specifications and technical details; Cable schedules and layouts. <i>These documents are compulsory and should be for the key staff indicated on the organizing and staffing. Failure to submit will result in a zero-score allocated.</i>	3 years but less than 7 years	1	1.67	5	
			7 years but less than 11 years	2			
			11 years +	3			
		Local Economic Participation - Location of Business Municipal Rates & Taxes not older than three months or Valid Lease Agreement	Outside Gauteng	1	5	Max 15	
			Within Gauteng	2			
			Within City of Tshwane	3			
		HIGHEST POSSIBLE SCORE					100
C.2.2	Cost of tendering	Add the following to the sub-clause C2.2.1: “Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent (if required).”					
C2.5	Reference Documents	Add the following: The following standards and conditions of contract will be applicable under this Contract: • The document Standard Professional Services Contract (September 2005), Second Edition of CIDB document 1015). This document is available from the Construction Industry Development Board (CIDB) at www.cidb.org.za • The document Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) Government Gazette No. 33892, 23 December 2010, Board Notice 190 of 2010.					
C.2.7	Site visit and clarification	Where applicable, details of the compulsory clarification meeting with a representative of the Employer are stated in the Tender Notice and Invitation to					

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
	meeting	<p>Tender.</p> <p>Confirmation of attendance will be recorded in the attendance register to be signed by all tenderers.</p> <p>Tender documents will not be made available at the site visit and/or clarification meeting.</p>
C.2.8	Seek clarification	<p><u>Replace</u> the contents of the clause with the following:</p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent, indicated in the Tender Notice and Invitation to Tender, in writing at least seven working days before the closing time stated in the foregoing tender notice and clause C2.15.”</p>
C.2.9	Insurance	<p><u>Add the following</u> to the clause</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.”</p>
C.2.11	Alterations to documents	<p><u>Add the following</u> to the clause:</p> <p><u>“In the event of a mistake having been made, it shall be crossed out in black ink and the corrected entry made above in black ink and shall be accompanied by the full signatures of the authorised signatories next to every correction.</u></p> <p><u>No correction fluid may be used.</u> If correction fluid has been used, the tender as a whole will not be considered.</p> <p>The Municipality will reject the bid if corrections are not made in accordance with the above.”</p>
C.2.13	Submitting a Tender Offer	<p>Each Tenderer is required to return the complete set of documents as listed in Part T2 with all the required information supplied and completed in all respects.</p>
C.2.13.4		<p><u>Add the following</u> to the clause:</p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>be included in the Tender.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p> <p>In cases where the Tenderer has not submitted proof of authorisation with the Tender, the Employer reserves the right to, at any time after the closure of the Tender, but before the award of the Tender, request the Tenderer to provide proof of authorisation within 7 (seven) calendar days from date of notification.</p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive."</u></p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Correct Tender Reference no. : WS 06-2022.23: Correct Tender description : TENDER FOR THE APPOINTMENT OF A CONSULTING ENGINEERING FIRM FOR THE RENDERING OF PROFESSIONAL SERVICES FOR THE URGENT REFURBISHMENT OF THE BRONKHORSTSPRUIT WATER TREATMENT PLANT AND SOKHULUMI BOREHOLES. Correct closing time : 10:00am Correct due date : 11 August 2022</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p>City of Tshwane: Supply Chain Management Tshwane House 320 Madiba Street Pretoria CBD 0002.</p> <p>This address is 24 hours available for delivery of Tender offers.</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
C.2.13.6	A two-envelope procedure will <u>not be followed</u> .
C.2.15 C.2.15.1	Details of the closing time for submission of tender offers are stated in the Tender Notice and Invitation to tender (Section T.1.1 of the document).
C.2.16 C.2.16.1	<p>The Tender Offer validity period is 90 days.</p> <p><u>Add the following</u> to the Clause</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
C.2.23	Certificates Refer to part T2: Returnable Documents for a list of documents that are to be returned with the tender.
<i>Add the following new</i>	Canvassing and obtaining of additional "Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
clause: "C.2.24"	information by tenderer	decision thereon." "No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."
Add the following new clause: "C.2.25"	Prohibitions on awards to persons in service of the state	<p>"Accept that the Employer is prohibited to award a tender to a person</p> <p>a) who is in the service of the state; or</p> <p>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>c) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity.</p> <p>"In the service of the state" means to be –</p> <p>a) a member of –</p> <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) an employee of Parliament or a provincial legislature."</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed."</p>
Add the following new clause: "C.2.26"	Awards to close family members of persons in the service of the state	<p>"Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including –</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed."</p>
Add the following new clause: "C.2.27"	Vendor registration	<p>"Accept that each contractor is required to register as a supplier / service provider on the City of Tshwane's vendor register before any payment can be done. Accept that if the Tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</p> <p>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from https://vendorportal.tshwane.gov.za/</p> <p>Accept that all parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause"</p>
Add the following	Tax Clearance	

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
<i>new clause:</i> "C.2.28"	Certificate	"In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium."
C.3.1 C.3.1.1	Respond to requests from tenderer	Replace the contents of the clause with the following: Respond to a request for clarification received up to five (5) working days before the Tender closing time stated in the Tender Data and notify all Tenderers who collected procurement documents within two (2) working days of the same date.
C.3.4 C.3.4.1	Opening of Tender submissions	The time and location for the tender submissions and details of the tender opening are stated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).
C.3.5	Two-envelope system	A two-envelope procedure will not be followed.
C.3.8 C.3.8.1	Test for responsiveness	Add the following to the sub-clause: Failure on the part of the Tenderer to submit a tender offer as stipulated in clause C2.13 prior to the closing time as stipulated in clause C2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause C2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.
C3.9	Arithmetical errors, omissions and discrepancies	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.
C.3.11	Evaluation of Tenders	Only Tenders who score a minimum of 65 (Sixty Five) out of a possible 100 (One Hundred) points for Functionality will be considered responsive.
C.3.11.1	General	The tender evaluation method to evaluate all responsive tender offers will be METHOD 2. Apply the 80/20 Preference Point system where a maximum of EIGHTY (80) tender adjudication point be awarded for price and a maximum of TWENTY (20) points for specific contract goals respectively. Refer to Part T2 – Returnable Documents.
<i>Add the following new</i>	Evaluation of tenderes	Method 2: Functionality, Price and Preference In the case of functionality, price and preference: 1) Score functionality, rejecting all tender offers that fail to achieve

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender																				
<p>clause:</p> <p>C.3.11.3</p>	<p>the minimum number of points for functionality as stated in the Tender Data.</p> <p>2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.</p> <p>Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in clauses C3.11.4 and C3.11.5 below.</p>																				
<p>Add the following new clause:</p> <p>C.3.11.4</p>	<p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million will apply.</p> <p>(4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</p> $P_s = 80 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$ <p>Where</p> <p>P_s = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender or offer under consideration; and</p> <p>P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p>(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:</p> <p>(4)(b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1" data-bbox="526 1512 1227 1881"> <thead> <tr> <th>B-BBEE status level of contributor</th><th>Number of points</th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>14</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)</p>	B-BBEE status level of contributor	Number of points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE status level of contributor	Number of points																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender																				
	<p>(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for the price as calculated in accordance with subparagraph (4)(a).</p> <p>(4)(e) Subject to paragraph 3.13 the contract must be awarded to the tender who scores the highest total number of points.</p>																				
<p>Add the following new clause:</p> <p>C.3.11.5</p>	<p>The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million.</p> <p>(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):</p> $P_s = 90 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$ <p>Where <i>P_s</i> = Points scored for the comparative price of tender or offer under consideration; <i>P_t</i> = Comparative price of tender or offer under consideration; and <i>P_{min}</i> = Comparative price of lowest acceptable tender or offer.</p> <p>(5)(b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1" data-bbox="525 1207 1489 1574"> <thead> <tr> <th>B-BBEE status level of contributor</th><th>Number of points</th></tr> </thead> <tbody> <tr><td>1</td><td>10</td></tr> <tr><td>2</td><td>9</td></tr> <tr><td>3</td><td>6</td></tr> <tr><td>4</td><td>5</td></tr> <tr><td>5</td><td>4</td></tr> <tr><td>6</td><td>3</td></tr> <tr><td>7</td><td>2</td></tr> <tr><td>8</td><td>1</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).</p> <p>(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for the price as calculated in accordance with subparagraph (5)(a).</p> <p>(5)(e) Subject to paragraph 3.13 the contract must be awarded to the tender who scores the highest total number of points.</p>	B-BBEE status level of contributor	Number of points	1	10	2	9	3	6	4	5	5	4	6	3	7	2	8	1	Non-compliant contributor	0
B-BBEE status level of contributor	Number of points																				
1	10																				
2	9																				
3	6																				
4	5																				
5	4																				
6	3																				
7	2																				
8	1																				
Non-compliant contributor	0																				

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
C.3.16	Registration of the award	<p>Add the following to the clause:</p> <p>Notice of non-acceptance of the tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer' Agent.</p>
C.3.17	Provide Copies of Contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

T1.3 STANDARD CONDITIONS OF TENDER

CIDB STANDARD CONDITIONS OF TENDER

(August 2019 Edition)

(As contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement – August 2019)

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

- C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

- C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

- C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

- C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.1	
MBD 8: Declaration of tenderer's past supply chain management practices	Form RD.A.2	
MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS	Form RD.A.3	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate		
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2011	Form RD.B.1	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 9: Certificate of independent tender determination	RD.C.1	
Record of services provided to organs of state	RD.C.2	

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Status of concern submitting tender	RD.C.3	
Classification of business	RD.C.4	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.5	
Certificate of authority of signatory	RD.C.6	
Certificate of authority of signatory for joint ventures and consortia	RD.C.7	
Proof of registration in terms of the Engineering Professions Act, 2000	RD.C.8	
EPWP staff for labour intensive construction works	RD.C.9	
Proof of professional indemnity insurance	RD.C.10	

RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES

Not applicable.

RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	RD.E.1	

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FORM RD.A.1 MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

- i) Is/was an employer/owner of the tenderer in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

If so, state date of resignation _____

- ii) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

- iii) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph ii) is in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

- iv) Is an employer/owner of the tenderer a person who is an advisor or consultant contracted with the municipality or municipal entity?

YES	NO
-----	----

If so, state particulars _____

- v) Are the tenderer or any of the members of the tendering entity involved in another entity for this particular tender?

YES	NO
-----	----

If so, state particulars _____

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.2 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document (MBD) must form part of all tenders invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that tenderer, or any of it's directors have:
 - a. abused the municipality's/municipal entity's supply management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) or as amended.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		
4.2	Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		
4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Item	Question	Response	
	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.A.3 MBD 3: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement tenderers are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **Tax Clearance Certificate or unique pin must be submitted together with the tender. Failure to submit the Tax Clearance Certificate or unique pin will result in the invalidation of the tender.**
4. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via 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

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.1 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all tenders:
- The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (**all applicable taxes included**); and
 - The 90/10 system for requirements with a Rand value above R50 000 000.00 (**all applicable taxes included**).

- 1.2 The value of this tender is estimated to *exceed* R10 000 000.00 and therefore the **80/20** system shall be applicable.

- 1.3 Preference points for this tender shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution

- 1.3.1 The points for this tender are allocated as follows:

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

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

- 1.5 Blank or incomplete particulars or insufficient documentary proof thereof, or failure to sign the declaration, will be construed to mean that the tenderer is not claiming preference points, in which case no points will be awarded for HDI.

2. DEFINITIONS

- 2.1 **all applicable taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **non-firm prices** means all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **sub-contract** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.15 **tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 3. ADJUDICATION USING A POINT SYSTEM**
- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 (two) decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/20

$$P_s = 80 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

$$P_s = 90 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. TENDER DECLARATION

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

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

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

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

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
(delete which is not applicable)

YES	NO
-----	----

8.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level	Is the sub-contractor an EME (delete which is not applicable)
-----------------------	-----------------------	---------------------	--

		of sub- contractor		
			YES	NO
			YES	NO
			YES	NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of FIRM: _____

9.2 VAT Registration number: _____

9.3 Company registration number: _____

9.4 Type of firm: _____

- Partnership
- One person business/sole trade
- Close corporation
- Company
- (Pty) Limited
- Small Medium Micro Enterprises

(Tick applicable box)

9.5 Describe principal business activities

9.6 Company classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter etc.

(Tick applicable box)

9.7 Municipal information

Municipality where business is situated: _____

Registered account number: _____

Stand number: _____

9.8 Total number of years the firm has been in business _____

9.9 I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the company/firm certify that points claimed, based on the B-BBEE status level of contribution, indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

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

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FORM RD.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)². Collusive tendering is a *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 tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

APPOINTMENT OF A CONSULTANT FOR THE UPGRADING OF EXISTING BRONKHORSTSPRUIT WATER PURIFICATION PLANT (WPP) AND SOKHULUMI BOREHOLES FOR A PERIOD OF THREE (3) YEARS.

in response to the invitation for the tender made by

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor"³ shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
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 services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.

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

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted form conduction 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.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.2 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.4 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).
2. Information furnished with regard to the classification of Small businesses
 - (a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

- (b.) If the response to 2.(a.) is **YES**, the following must be completed:
 - i. Sector/sub-sector in accordance with the Standard Industrial classification:

 - ii. Size or class:

 - iii. Total full-time equivalent of paid employees:

 - iv. Total annual turnover:

 - v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

- (c.) The tenderer should substantiate the information provided by submitting the following documentation:
 - i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
 - ii. Company profile indicating the tenderer's staff compliment, and
 - iii. 3 year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.C.5

MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars _____

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars _____

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars _____

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of a meeting of the *Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

- The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:

Tender Description:

APPOINTMENT OF A CONSULTANT FOR THE UPGRADING OF EXISTING
BRONKHORSTSPRUIT WATER PURIFICATION PLANT (WPP) AND SOKHULUMI
BOREHOLES FOR A PERIOD OF THREE (3) YEARS

- *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:

- *Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the directors/members/ partners of the tendering enterprise.
- Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Enterprise stamp

FORM RD.C.7 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms

_____ authorized signatory of the enterprise

_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.C.8 PROOF OF REGISTRATION IN TERMS OF THE ENGINEERING PROFESSIONS ACT, 2000

The tenderer must provide proof of persons in their **full time employ** that are registered in terms of the Engineering Professions Act, 2000 (Act 46 of 2000). Tenderer must confirm that registered employees are in full time employment.

NAME	REGISTRATION			Confirm full time employed
	Professional Category	Discipline	ECSA Number	

(Attach documentary proof to this page)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.9 EPWP STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer					
NQF 7 Unit Standard Required: Develop and Promote Labour Intensive Construction Strategies					
Administrator/ Site supervisor					
NQF 5 Unit Standard Required: Manage Labour Intensive Construction Projects					

(Attach documentary proof to this page)

FORM RD.C.10 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited (refer to clause C1.2.2 Data Provided by the Employer).

1. Attach original or certified copy of Professional Indemnity Insurance to this page.
2. In the case of a joint venture / consortium parties must each attach original or certified copy of their Professional Indemnity Insurance.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

TERMS OF REFERENCE EVALUATION

FORM RD.D.1 EVALUATION SCHEDULE: TENDER'S EXPERIENCE

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Tenderers must complete Form RD.D.2: Schedule of Tender's Experience.

Proof of experience needs to be submitted in the form of appointment letters and direct contactable reference.

The scoring of the tenderer's experience will be as follows:

	Tenderer's experience
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in the schedule of experience.
Poor (score 5)	Tenderer has limited experience 1 relevant project
Satisfactory (score 10)	Tenderer has relevant experience 2 relevant projects
Good (score 15)	Tenderer has extensive experience 3 relevant projects
Very good (score 20)	Tenderer has outstanding experience in projects of a similar nature. 4+ relevant projects

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.2 SCHEDULE OF TENDERER'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 & Value of Fees	Date completed

(Attach additional pages if more space is required)

FORM RD.D.3 EVALUATION SCHEDULE: EXPERIENCE OF KEY PERSONNEL

The experience of assigned staff member in relation to the scope of work will be evaluated from two different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the list of services areas provided (Form RD.D.4 Service Areas Provided)

Tenderers must complete Form RD.D.9: Key Personnel to comply with this schedule. A CV (see Form RD.D.10: Curriculum Vitae Of Key Personnel of not more than 3 pages should be attached to this schedule. **Where some of the specialised work is to be outsourced to other companies then CVs of the Key Personnel of these companies need to be provided:**

The scoring of the experience of key staff will be as follows:

	Experience of key personnel General experience in line with the scope of works
No Response (score 0)	The tender did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in the schedule of experience of key personnel.
Poor (score 1-9)	Key staff Project Leader/ Process Design Engineer, Mechanical Design Engineer, Electrical Design Engineer) has less than two years of relevant project experience.
Satisfactory (score 10- 12)	Key staff Project Leader/ Process Design Engineer, Mechanical Design Engineer, Electrical Design Engineer) has less than five years of relevant project experience.
Good (score 13-24)	Key staff Project Leader/ Process Design Engineer, Mechanical Design Engineer, Electrical Design Engineer) has more than 12 years of relevant project experience.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.9 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

NB. PLEASE NOTE BELOW THE COMPULSORY MINIMUM STAFF REQUIREMENTS FOR EACH CATEGORY INCLUDING QUALIFICATIONS AND EXPERIENCE. PLEASE NOTE PROOF OF QUALIFICATIONS NEED TO BE SUBMITTED IN THE FORM OF CERTIFIED CERTIFICATES.

	PROJECT TYPE	KEY STAFF	MINIMUM	
			QUALIFICATIONS	INDICATE WORK EXPERIENCE
1.	Water Purification Plant	Project Leader/Design Engineer	Pr. Eng. /Pr. Tech.	
		Process Design Engineer	Civil Engineering degree, NQF Level 7	
		Mechanical Design Engineer	Mechanical Engineering degree, NQF Level 7	
		Electrical Design Engineer	Electrical Engineering degree, NQF Level 7	

Note: Form RD.D.9 must be complete for each person listed below.

	NAME	PROPOSED POSITION	LOCAL / NON LOCAL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

(Attach additional pages if more space is required)

FORM RD.D.10 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.8

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service with relevant projects:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ <i>(Signature of person named in schedule)</i>	_____ Date:

FORM RD.D.11 PROMOTION OF LOCAL ENTERPRISES

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow. This must be submitted in the form of water and lights statement or a signed lease agreement of the company which is not less than 6 months old:

	Promotion of local enterprises
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Poor (score 4)	The tenderer operates an office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Gauteng Province.)
Satisfactory (score 8)	The tenderer operates an office outside the boundaries of the Tshwane Metropolitan Municipality but within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Very good (score 16)	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

PART C1: AGREEMENT AND CONTRACT DATA

TABLE OF CONTENTS

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	FORM OF ACCEPTANCE	3
	SCHEDULE OF DEVIATIONS	4
C1.2	DATA ROVIDED BY THE EMPLOYER.....	7

C1. FORM OF OFFER AND ACCEPTANCE

STAMP

C1.1 OFFER

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

WS 06-2022.23: TENDER FOR THE APPOINTMENT OF A CONSULTING ENGINEERING FIRM FOR THE RENDERING OF PROFESSIONAL SERVICES FOR THE URGENT REFURBISHMENT OF THE BRONKHORSTSPRUIT WATER TREATMENT PLANT AND SOKHULUMI BOREHOLES.

The Consultant, identified in the offer signature block below, has examined the documents listed in the Contract Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of appointment.

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

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

FOR AND ON BEHALF OF THE TENDERER / CONSULTANT:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C.1.2 ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data
Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

The Consultant shall within two weeks after receiving a letter of acceptance / appointment, contact the Employer's agent (whose details are given in the Contract Data) to arrange the **delivery of guarantees, proof of insurance** and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Consultant receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Consultant within five (5) days of the date of such receipt notifies the Employer in writing of any reason why it cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.3 SCHEDULE OF DEVIATIONS

Notes:

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

- 4.1 Subject: _____
Details: _____
- 4.2 Subject: _____
Details: _____
- 4.3 Subject: _____
Details: _____
- 4.4 Subject: _____
Details: _____
- 4.5 Subject: _____
Details: _____

By the duly authorised representatives signing this agreement, the Employer and the Consultant agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Contract Data and addenda thereto as listed in the Contract Data Schedules if any, as well as any confirmation, clarification or change to the terms of the offer agreed by the Consultant and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, oral communication or implied during the period between the issue of the Contract Data documents and the receipt by the Consultant 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 AND ON BEHALF OF THE CONSULTANT

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C2 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **NEC3 Professional Services Contract, 2005 (reprinted with amendments in April 2013)**, as well as the Data provided by Employer herein.

The Consultant, shall obtain its own copy of the document, **NEC3 Professional Services Contract, 2005 (reprinted with amendments in April 2013)** to familiarise itself and for use for the duration of the contract and shall bear all expenses in this regard:

The copy of the **NEC3 Professional Services Contract, 2005 (reprinted with amendments in April 2013)** can be purchased from the following institutions:

Engineering Contracting Strategies (ECS)
Telephone: 011 803 3008
E-Mail: admin@ecs.co.za
Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

C1.2.2 DATA PROVIDED BY THE EMPLOYER

C1.2.2.1 The Data which will apply to all work under the Framework Contract is

CLAUSE/OPTION	DATA
	The conditions of this contract are the clauses of the NEC3 Professional Services Contract, 2005 (reprinted with amendments in April 2013)
10.1	<ul style="list-style-type: none"> The <i>Employer</i> is City of Tshwane Metropolitan Municipality. The <i>Employer</i> has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> which other holders of office <i>ex officio</i> execute on behalf of the <i>Employer</i>, or for which the Group Head has no authority and the <i>Employer's</i> approval is required before execution thereof. The Group Head is: Mr Stephens Notoane Water and Sanitation Department P.O. Box 1022 PRETORIA 0001
30.1	<ul style="list-style-type: none"> The <i>period of performance</i> / appointment is three (3) years The <i>end date</i> will be three (3) years after date of acceptance.

C1.2.2.2 The Data which will apply to all Term Contract Orders is

CLAUSE/OPTION	DATA
	<ul style="list-style-type: none"> The conditions of contract are the core clauses and the clauses for main Option G: Term contract dispute resolution Option W1: Dispute resolution and secondary Options X2: Changes in the law X9: Transfer of rights X10: Employer's Agent X11: Termination by the Employer Z: Additional conditions of contract of the NEC Professional Services Contract, 2005 (reprinted with amendments in April 2013). The Engineering Council of South Africa (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) and Gazette (No 44333), 26 March 2021 will be applicable on this contract.
1. General	
10.1	<ul style="list-style-type: none"> The Employer is City of Tshwane Metropolitan Municipality. The Employer has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> which other holders of office <i>ex officio</i> execute on behalf of the Employer; or for which the <u>Group Head</u> has no authority and the Employer's approval is required before execution thereof. The Group Head is: Mr Stephens Notoane Water and Sanitation Department P.O. Box 1022 PRETORIA 0001
11.2(9)	<ul style="list-style-type: none"> The services are for the provision of professional services specified in the Scope of Work attached herein.
11.2(10)	<ul style="list-style-type: none"> The matters in clause 11.2 (10) will be included in the Risk Register.
12.2	<ul style="list-style-type: none"> The law of the contract is the law of the Republic of South Africa.
13.1	<ul style="list-style-type: none"> The language of the contract is English.
13.3	<ul style="list-style-type: none"> The period for reply is 2 (two) weeks.
13.6	<ul style="list-style-type: none"> The period for liability retention is 5 (five) years following Completion or earlier termination.
3 Time	
31.2	<ul style="list-style-type: none"> The starting date is the date that the form of offer and acceptance is signed.
11.2(3)	<ul style="list-style-type: none"> The completion date of the project is 36 months after the starting date.

CLAUSE/OPTION	DATA								
	<i>Note: If no completion date is provided the Consultant will perform the Services until completed as per Scope of Work.</i>								
31.1	<ul style="list-style-type: none"> The Consultant submits revised programmes at intervals no longer than 1 (one) month. 								
5. Payment									
50.1	<ul style="list-style-type: none"> The assessment interval is monthly. 								
50.3	<ul style="list-style-type: none"> The expenses stated by the Employer are <table border="1"> <thead> <tr> <th>Item</th><th>Amount</th></tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials </td><td> Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants </td></tr> <tr> <td> <ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials </td><td>Cost</td></tr> <tr> <td> <ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories </td><td>Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered</td></tr> </tbody> </table>	Item	Amount	<ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials 	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants	<ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials 	Cost	<ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories 	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered
Item	Amount								
<ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials 	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants								
<ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials 	Cost								
<ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories 	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered								

CLAUSE/OPTION		DATA														
51.1 51.2 51.5		<div>– vehicle travel within the Tshwane Municipal area</div>	<div>In accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants</div>													
	51.1	• The period within which payment is made is 30 (thirty) days .														
	51.2	• The currency of this contract is South African Rand (ZAR) .														
	51.5	• Interest rate shall not apply on this contract. Interest is not payable under this contract for whatever reason.														
8.	Indemnity, insurance, and liability															
81.1		• The amounts of insurance and the periods for which the Consultant maintains insurance are														
		<table><tr><th>Event</th><th>Cover</th><th>Period following Completion of the whole of the services or earlier termination</th></tr><tr><td>Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services</td><td>The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims being unlimited</td><td>5 years</td></tr><tr><td>Death of or bodily injury to a person (not an employee of the Consultant) or loss of life or damage to property resulting from an action or failure to take action by the Consultant</td><td>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims</td><td>12 months</td></tr><tr><td>Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract</td><td>That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition</td><td>12 months</td></tr></table>	Event	Cover	Period following Completion of the whole of the services or earlier termination	Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims being unlimited	5 years	Death of or bodily injury to a person (not an employee of the Consultant) or loss of life or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months	Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	12 months		
Event	Cover	Period following Completion of the whole of the services or earlier termination														
Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims being unlimited	5 years														
Death of or bodily injury to a person (not an employee of the Consultant) or loss of life or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months														
Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	12 months														

CLAUSE/OPTION	DATA
82.1	<ul style="list-style-type: none"> The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters is limited in the aggregate no more than 2 times (twice) the professional fees.
9 Termination 90.1 90.2 90.3 90.4	<ul style="list-style-type: none"> Either party may terminate the contract on the basis of clause 90.1; 90.2; 90.3 and 90.4
10	Data for main Option clause
G Term contract 21 Consultant's obligations 21.4	<ul style="list-style-type: none"> The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than 30 (thirty) days.
11	Data for Option W1
W1 Option W1 W1.1 W1.2(3)	<p>The following sub-clause is added to sub-clause W1.2:</p> <ul style="list-style-type: none"> The Adjudicator is the person selected by the Parties in terms of the relevant Clause Z from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jointcivils.co.za). <u>Alternatively</u>, The adjudicator nominating body is the Chairman of the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jointcivils.co.za).
12	Data for secondary Option clauses
X1 Price adjustment for inflation	<p>Prices are not adjustable for inflation in this contract. Option X1 should be deleted from the contract since it is inapplicable. Fees will be calculated based on the construction cost which includes CPA related to construction as defined in the Engineering Council of South Africa (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) and Gazette (No 44333), 26 March 2021</p>
X2 Changes in law X2.1	<ul style="list-style-type: none"> The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of the Republic of South Africa.
X10 Employer's Agent X10	<ul style="list-style-type: none"> The Employer's Agent is stated in the Task Order. The following sub-clause is added to sub-clause 10 and becomes sub-clause 10.2

CLAUSE/OPTION	DATA
	<p><i>The Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Task Order and will accept, or not accept, the Consultant's assessment of the amount due in terms of the contract.</i></p>
<p>X11 Termination by the Employer</p> <p>X11</p>	<ul style="list-style-type: none"> • Clause 4.3.7 of the Engineering Council of South Africa (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) and Gazette (No 39480), 4 December 2015 Board Notice 138 of 2015 will apply in the event of termination by the Employer. • Replace the following wording in ECSA Clause 4.3.7 <i>"...plus a surcharge of one tenth of the full fee which would have been payable to the consulting engineer had his services been completed in terms of his engagement."</i> With <i>"...plus a surcharge of one tenth of the full fee for the outstanding scope of services which would have been payable to the consulting engineer had his services been completed in terms of his engagement."</i>
<p>Z Additional conditions of contract</p>	<p>The additional conditions of contract are:</p>
<p>50 Tax Invoices</p>	<p>The Consultant's invoice</p> <p>Delete the entire sentence of Clause 50.2 and replace with the following sentence:</p> <p><i>Invoices submitted by the Consultant to the Employer include -</i></p> <ul style="list-style-type: none"> – <i>the details stated in the Scope to show how the amount due has been assessed; and</i> – <i>the details required by the Employer for a valid tax invoice.</i> <p>Delete the entire sentence of core Clause 51.1 and replace with the following sentence:</p> <p><i>Each payment is made by the Employer within 30 (thirty) days of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.</i></p>
<p>13 Communications</p>	<p>Add to the end of the first sentence in Clause 13.1</p> <p>Excluding communication by a communication protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.</p>
<p>W1 Selection and appointment of the Adjudicator</p>	<p><u>The following sub-clauses are added after sub-clause W1.2:</u></p> <ul style="list-style-type: none"> • If the Adjudicator has not been appointed at the starting of the contract a

CLAUSE/OPTION	DATA
	<p>Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jointcivils.co.za) whose availability to act as the Adjudicator the notifying Party has confirmed.</p> <ul style="list-style-type: none"> • The other Party selects one of the two persons chosen to be the Adjudicator within four (4) days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. • The Parties appoint the selected Adjudicator under the NEC Adjudicator's Contract, June 2005 with amendments until June 2006.
61 Notification of a compensation event	Replace eight weeks in clause 61.3 with four (4) weeks

C3: SCOPE OF WORK

PART C2: PRICING DATA

(NOTE: All pages of this section shall be printed on YELLOW paper)

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C2.1 PRICING INSTRUCTIONS

1. The fees used in the Pricing Schedule are based on Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000.
2. Fees for additional services must be entered into the applicable schedule where required.
3. Pricing is based on an estimated amount for work and will only be used for evaluation proposes. Actual fees will vary according to the magnitude of the project involved.
4. All fees quoted in the Pricing Schedule shall be in South African Rand (ZAR) and whole cents.
5. All fees quoted in the Pricing Schedule must be excluding VAT. VAT will be added in the Summary of the Pricing Schedule.
6. Two Separate pricing schedules are provided for Bronkhorstspriet Water Treatment Plant and Sokhulumu Boreholes.
7. Both Pricing Schedules must be completed in full.
8. The Pricing Schedule has to be completed in black ink and the Tenderer is referred to the Tender Data in regard to the correction of errors.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2a PRICING SCHEDULE A - BRONKHORSTSPRUIT WATER TREATMENT PLANT.

Based on Engineering Council of South Africa (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) and Gazette (No 44333), 26 March 2021.

TABLE A1: PERCENTAGE FEE FOR ENGINEERING SERVICES (NORMAL SERVICES)

Disciplines of consulting engineering services- ECSA Clause 4.1 (6)	Estimated Cost of Works.	Fee expressed as a percentage based on R80 million cost of works.	Adjustment Fess expressed as a percentage for Estimated Cost of Works in accordance with ECSA figure 4-1	Calculated Fee (Adjusted Fee expressed as a percentage multiplied by the Estimated Cost of the Works)
	A	B	C	D = A X C
Civil	R 6 000 000			
Civil (Building)	R 10 000 000			
Structural	R16 000 000			
Mechanical	R20 000 000			
Electrical	R28 000 000			
Total	R80 000 000			

The tenderer must fill in columns (B), (C) and (D). The calculated Fee, Column (D) must be used in Tables A1.1 and A1.2

Important Note: The above table has been completed based on an estimated Cost of Works. The fee, however, will be calculated and adjusted using the actual Cost of the Works.

It must be noted that pricing must provide for all stages and that payment will strictly be based on the value of actual work.

2.2.1 Estimated Cost of Works is R 80 000 000.00 (exclusive of VAT).

TABLE A1.2 OFFERED FEE: PROFESSIONAL ENGINEERING SERVICES

REFURBISHMENT OF THE BRONKHORSTSPRUIT WATER TREATMENT PLANT AND SOKHULUMI BOREHOLES		
NO.	TASK	AMOUNT (EXCL VAT)
Fees based on a construction period of 24 Months Construction Period		
Basic Professional Fees for Civil Engineering Fees for Normal Services in terms of Clause 3.2 brought forward from table A1.1 (D)		
Inception	5%	R
Concept and Viability	25%	R
Design Development	25%	R
Documentation and Procurement	15%	R
Contract Administration and Inspection	25%	R
Close Out	5%	R
Discount		%
Total A		R
Basic Professional Fees for Civil (Building) Fees for Normal Services in terms of Clause 3.2 brought forward from table A1.1 (D)		

Inception	5%	
Concept and Viability	25%	
Design Development	25%	
Documentation and Procurement	15%	
Contract Administration and Inspection	25%	
Close Out	5%	
Discount		%
Total B		
Basic Professional Fees for Structural Engineering Fees for Normal Services in terms of Clause 3.2 brought forward from table A1.1 (D)		
Inception	5%	R
Concept and Viability	25%	R
Design Development	30%	R
Documentation and Procurement	10%	R
Contract Administration and Inspection	25%	R
Close Out	5%	R
Discount		%
Total C		
Basic Professional Fees for Mechanical Engineering Fees for Normal Services in terms of Clause 3.2 brought forward from table A1.1 (D)		
Inception	5%	R
Concept and Viability	15%	R
Design Development	20%	R
Documentation and Procurement	20%	R
Contract Administration and Inspection	35%	R
Close Out	5%	R
Discount		%
Total D		
Basic Professional Fees for Electrical Engineering Fees for Normal Services in terms of Clause 3.2 brought forward from table A1.1 (D)		
Inception	5%	R
Concept and Viability	15%	R
Design Development	20%	R
Documentation and Procurement	20%	R
Contract Administration and Inspection	35%	R

Close Out		5%	R
Discount			%
Total E			
Sub -Total 1: (A + B + C+ D+E) Fees for Normal Services (Civil, Electrical and Mechanical):			R
3.4	Professional Fees for Additional Services, Clause 3.3.2 and 4.4		
3.4.2	Construction Monitoring – 24 months construction period		
3.4.3	Level 4 full time construction monitoring staff		R
3.4.5	All other costs		R
Sub-Total 2 - Fees for Additional Services:			R
3.5	Expenses and Costs, Clause 4.6		
3.5.1	Recoverable Expenses		R
3.5.2	Geotechnical investigations		R
3.5.3	Laboratory testing		R
3.5.4	Topographical and land surveys		R
3.5.5	Supply of specific equipment		R
3.5.6	Environmental investigations, studies and EMP including the submission of an environmental application for approval		R
3.5.7	Land acquisitions, expropriation, way leaves and servitudes		R
3.5.8	Any other professional activities proposed to be executed		R
3.5.9	Specialist sub-consultants		R
3.5.10	Sub-consultant (Process Design Engineer)		R
3.5.11	Travelling expenses		R
3.5.12	Travelling Time		R
Sub-Total 3 - Fees for Expenses and Costs:			R
Sub-Total for Professional Fees (Sub-total 1 + 2 + 3)			R
Total for Professional Fees			R
3.6	Environmental Control Officer (24 months construction period)		
3.6.1	Monthly Auditing of construction and writing of reports		R
3.6.2	Travelling time		R
3.6.3	Travelling costs		R
Sub-Total 4 - Fees for Environmental Control Officer:			R
3.7	Steering Committee		
3.7.1	Attendance and administration of steering committee meetings		R

3.7.2	Travelling time	R
3.7.3	Travelling costs	R
Sub-Total 5 - Fees for Steering Committees:		R
Total 5a (Sub-total 1+2+3+4+5) - Bronkhorstspuit Water Treatment Plant		R
10% Contegencies		R
Grand Total		R

C2.2b PRICING SCHEDULE B – OFFERED FEE: PROFESSIONAL ENGINEERING SERVICES SOKHULUMI BOREHOLES

2.2.1 Estimated Cost of Works is R 10 000 000.00 (exclusive of VAT).

TABLE A1.2 OFFERED FEE: PROFESSIONAL ENGINEERING SERVICES

REFURBISHMENT OF THE BRONKHORSTSPRUIT WATER TREATMENT PLANT AND SOKHULUMI BOREHOLES		
NO.	TASK	AMOUNT (EXCL VAT)
Fees based on a construction period of 12 Months Construction Period		
Basic Professional Fees for Civil Engineering Fees for Normal Services in terms of Clause 3.2 brought forward from table A1.1 (D)		
Inception	5%	R
Concept and Viability	25%	R
Design Development	25%	R
Documentation and Procurement	15%	R
Contract Administration and Inspection	25%	R
Close Out	5%	R
Discount		%
Total A		R
Sub -Total 1: (A) for Normal Services:		R
3.4	Professional Fees for Additional Services, Clause 3.3.2 and 4.4	
3.4.2	Construction Monitoring – 10 months construction period	
3.4.3	Level 4 full time construction monitoring staff	R
3.4.5	All other costs	R
Sub-Total 2 - Fees for Additional Services:		R
3.5	Expenses and Costs, Clause 4.6	
3.5.1	Recoverable Expenses	R
3.5.2	Geotechnical investigations	R
3.5.3	Laboratory testing	R

3.5.4	Topographical and land surveys	R
3.5.5	Supply of specific equipment	R
3.5.6	Environmental investigations, studies and EMP including the submission of an environmental application for approval	R
3.5.7	Land acquisitions, expropriation, way leaves and servitudes	R
3.5.8	Any other professional activities proposed to be executed	R
3.5.9	Specialist sub-consultants	R
3.5.10	Travelling expenses	R
3.5.11	Travelling Time	R
Sub-Total 3 - Fees for Expenses and Costs:		R
Sub-Total for Professional Fees (Sub-total 1 + 2 + 3)		R
Total for Professional Fees		R
3.6	Environmental Control Officer (10 months construction period)	
3.6.1	Monthly Auditing of construction and writing of reports	R
3.6.2	Travelling time	R
3.6.3	Travelling costs	R
Sub-Total 4 - Fees for Environmental Control Officer:		R
3.7	Steering Committee	
3.7.1	Attendance and administration of steering committee meetings	R
3.7.2	Travelling time	R
3.7.3	Travelling costs	R
Sub-Total 5 - Fees for Steering Committees:		R
Total-5b (Sub-total 1 + 2 + 3 + 4+ 5) Sokhulumu Boreholes		R
10% Contingencies		R
Grand Total		R

Summary Brought Foward		
Bronkhorstspruit Water Treatment Plant: Total 5a (Sub-total 1+2+3+4+5) inclusive of 10% contingencies		R
Sokhulumu Boreholes Total 5b (Sub-total 1+2+3+4+5) inclusive of 10% contingencies		R
Grant Total: (Total-5a + Total 5b inclusive on 10% contingencies)		R

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE:

DATE:

PART C3: SCOPE OF WORK

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C3.1 OBJECTIVE

The Water and Sanitation Department of the City of Tshwane intends to appoint a consulting engineering firm to render professional services for the upgrading of the existing Bronkhorstspuit Water Purification Plant (WPP) and Sokhulumu boreholes for a period of three years.

The consulting engineers will be appointed in accordance with the professional fees will be calculated in accordance with the Engineering Council of South Africa (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) and Gazette (No 44333), 26 March 2021.

C3.2 LOCATION OF WORKS AND BACKGROUND

The Bronkhorstspuit WPP is located in Region 7, Ward 102 and receives water from the Bronkhorstspuit dam which is situated within the Olifants River Basin. The Bronkhorstspuit WPP provides water to the communities of the Bronkhorstspuit town and the surrounding areas of Zithobeni, Ekandustria, Ekangala, Rethabiseng and Thembisile Hani Local Municipality, a population of about 225 000.

The poor production of the purification plant has resulted in regular supply problems to City of Tshwane consumers, as well as supply to Thembisile Hani Local Municipality and this has called for the urgent upgrading of aspects of the existing Bronkhorstspuit WPP.

C3.3 MANAGEMENT/OVERSIGHT STRUCTURE FOR THE PROJECT

The consulting engineer will be managed by the Water and Sanitation Department. The project manager from the Water and Sanitation Department will be nominated for the contract administration of the project.

C3.4 OVERVIEW OF THE SERVICES

C3.4.1 DESCRIPTION OF THE WORKS

Bronkhorstspuit Water Purification Plant

The Bronkhorstspuit WPP is a Class C works and consists of 2 Modules (Phase 1 and Phase 2), which are identical in design, size and operation. The Phase 2 module was added at a later stage, while Phase 1 was constructed in 1985.

The main source of water to the works is the Bronkhorstspuit Dam, which is situated approximately 10 km from the Town of Bronkhorstspuit. Water for the works is released from the Dam into the Wilge River. A weir has been provided to form a basin from where the water is pumped to the works for purification.

The purification process includes the following units:

- Flow splitting
- Coagulation tanks
- Flocculation tanks
- Dissolved Air Flotation (DAF)
- Automatic backwash sand filtration
- Disinfection with chlorine gas
- High lift pump station for distribution

The capacity of the works is 54 MI/d, and it has been operating at 53.3 MI/d before January 2016. Due to problems with the raw water pumps, the flow to the works was reduced. Currently, the works is operated at a flow rate of about 39.3 MI/d.

The turbidity of the raw water is generally below 10 NTU, although it rises steeply to extreme high values in excess of 1000 NTU in the rainy season after storms. The turbidity then remains up to 350 NTU for 3 to 4 days, thereafter it reduces to normality – depending on the weather situation. Under these conditions, the DAF-units cannot cope with the load, with the result that the quality of the treated water is compromised significantly.

Sokhulmi Boreholes

Sokhulumi village is a traditional community situated South-East of Bronkhorstspuit, with about 1500 households. The village comprises of 3 sections, namely Section A, B, C. Sokhulumi is plagued by water supply issues and drought being one element of the water crisis in this area. The area is supplied by underground water which is pumped into the two reservoirs. One reservoir is a steel tower with a capacity of 1ML supplying section C and the other reservoir is a concrete reservoir with a capacity of 10ML supplying section A & B. The situation currently is as follows.

There is a total of six boreholes supposed to be supplying the three sections.

Borehole No.1

The borehole was refurbished by Rand Water through the Western Highveld Scheme, which was initiated by the National Department of Water & Sanitation. The borehole was never utilised since the refurbishment due to the low water table, because of droughts. It was later discovered that the borehole was vandalised and the transformer was stolen.

Borehole No.2

The borehole was also refurbished by Rand Water, the borehole was never utilised because of the low aquifer.

Borehole No. 3

The borehole does not have a pump and it is believed it never had on the water table is unknown.

Borehole No. 4

The borehole was operational on a four hourly interval until late 2015 when it ceased working because the water source was depleted.

Borehole No. 5

This borehole is currently the only source of supply for the three sections operating 24 hours (and it is supposed to be operating for only 9 hours). The borehole is a depth of about 30 meters deep and pumps about 16l/s. This is the only current borehole we rely on.

Borehole No. 6

The borehole was also refurbished and only supplies about 7 households with a water tower. Although there is an existing infrastructure which was supplying the houses before the refurbishment, it is however not connected to the water tower. It was later discovered that the transformer was damaged by a lightning storm.

Borehole No.7

This is the borehole that was drilled by Coal Mine to assist but it was never reticulated. It does have visible water which always flow out due to pressure.

C3.4.2 SCOPE OF WORK

The scope of work for the appointed consulting engineering firm will entail the normal services highlighted in ECSA Stages: 1 to 6 (inception, concept & viability, design development, documentation and procurement, contract admin & inspection and close-out) of the project, Bronkhorstspuit Water Purification Plant (WPP) and Sokhulum boreholes. The appointed consulting engineer will be required to undertake a site inspection and carry out detailed consultations with the operational personnel at the Bronkhorstspuit WPP and Sokhulum boreholes to finalise the exact existing details and additional items that might have been overlooked in order for the works to be completed.

NB: The existing information made available for the consultant will be merely for reference purposes.

C.3.4.2.1 Work Included.

The Consultant shall provide and execute everything necessary for the Works including, but not necessarily limited to that detailed below:

- Contract management of Stages 1 - 6
- Construction quality monitoring and control.
- Any EIA applications required to be undertaken.
- Any Social Facilitation Strategy and implementation capacity.
- Any WULA applications required to be undertaken.
- Compliance and adherence to the Construction Regulations, 2014, and all other aspects of the Occupational Health and Safety Act (Act 85 of 1993), including all relevant and applicable regulations.
- Supply of maintenance, installation and operation manuals for equipment supplied.

- Minor support work for cables racks, electrical, instrumentation, piping and mechanical equipment, etc.
- Commissioning of all equipment up to completion of cold commissioning as defined later in this document.
- The consultant shall be responsible for correcting any deficiencies that occur during commissioning on items installed or worked on by the contractor.
- At construction completion prior to cold commissioning, the drawings relevant to the section of works completed must be red-lined, test records, test certificates, certificate of compliance and other project documentation must be supplied.

C.3.4.2.1.1 Raw water abstraction point and pump station.

The following works shall be performed at the raw water abstraction point and raw water pump station:

- Upgrading of the abstraction point to prevent blockage of the pumps by water hyacinths, debris and include the dredging of the basin at the abstraction point to maintain a constant depth. There is no record received from the DWS , since the abstraction was constructed in 1985, dredging of the basin was done.
- Investigate the possibility of a new pumping system at the abstraction point.
- Evaluate the configuration of the abstraction and propose alternatives that will ensure that the best possible water quality is being abstracted from the river basin.
- Condition assessment of all the valves (non-return valves, gate valves, control valves, etc.).
- Evaluate the configuration of the pump station in respect of serviceability. Provision of adequate cranes and scaffolding to facilitate easy servicing of the equipment.
- Provide an access road and turning facilities at the abstraction point with adequate space for vehicles delivering equipment installed in the abstraction point. It is important that vehicle access is provided to enable the replacement of equipment with reasonable ease.
- Evaluate the plant power supply voltage to the pump station in respect of condition and adequacy for an important service such as the water supply to the WPP.
- Evaluate the condition of all existing electrical and instrumentation equipment installed.

- Evaluate the condition of all existing electrical and instrumentation panels and cabling.
- Investigate and make provision for back-up emergency power (generator set) for critical electrical and instrumentation equipment.
- All pumps shall be provided with variable speed drives (VSDs) or other appropriate starters.
- Provide a control system for the control of the raw water pumps from the WPP.
- Evaluate the adequacy of the air release valves in the rising main to the works.
- Investigate and report on the condition of the pipelines and make provision for cathodic protection.
- Provide concrete stairways on the raw water pipe bridge over railway line.
- Design a new office block to accommodate staff at the plant.
- Design a guard house with toilet facilities at the abstraction point.
- Investigate and design a security camera system which can be remotely monitored from control room as well as fencing and lighting in accordance with the standards of the City of Tshwane.
- Compile operational and maintenance manuals for all electrical and instrumentation equipment installed.
- Provide details of all requirements applicable to the Occupational Health and Safety Act (OHSA).

C.3.4.2.1.2 Water purification plant

The following works shall be performed at the water purification plant:

C.3.4.2.1.2.1 Process Works

- Statistical analysis of the data available regarding the quality of the raw water received at the works. Of particular importance is the evaluation of the conditions during rainstorms when the turbidity is extremely high. The data resulting from the analysis performed by the Central Laboratory at Rietvlei Dam will be made available to the Consulting Engineer.
- Theoretical analysis and evaluation of the capacity of each of the units employed at the works considering the quality of the raw water being treated at the works. All drawings that are available will be made available to the Consulting Engineer.

- Evaluate the efficiency of the rapid mixing, coagulation chambers and the flocculation chambers. Proposals for the improvement of the efficiency of the systems should be made.
- Proposals for the optimisation of the operation of the works.
- Proposal for better settling or sedimentation tanks.
- Proposals for improving the sludge removal from the DAF units.
- The Consulting Engineer shall propose all actions, in his opinion, that are required to ensure that the capacity of the works is in accordance with the design capacity of the works.

C.3.4.2.1.2.2 Infrastructure Works

- Upgrading of the chemical dosing system.
- Make provision for back-up Chemical Storage Tanks for the dosing of polyethylene and extra chlorine gas.
- Replace rapid mixers and flocculation mixers if the equipment is not economically viable for refurbishment.
- Install an additional efficient and better sand filtering system.
- Evaluate the condition of the mechanical equipment related to the DAF units. Replace if refurbishment is not economically viable.
- Evaluate the flow splitting between the DAF units and make proposal of how the flow splitting can be improved to be equal to all units.
- The nozzles of the DAF units for Phase 1, need to be modified or replaced to be the same as those installed for Phase 2.
- Make proposals of how the canals from the flocculation chambers to the DAF units can be kept clean of scum.
- Evaluate all flow meters on the plant. It is important that accurate flow measurements are made to perform water balances on the works. It is thus required that flowmeters shall be installed to measure the following flows:
 - Incoming flow
 - Flow to each Phase
 - Sludge removed from DAF units
 - Backwash water to waste
 - Treated water to pump sump
 - Water returned from sludge lagoons

➤ Water supplied to the tankers.

- Provide a new water point for the tankers which will be located kilometres away from the plant on a distribution line.
- Propose and provide a better sand filtration system other than the existing one at the plant.
- Evaluate the advantages of covering the DAF and the sand filters with a roof to protect these units against the elements (algal growth).
- Evaluate the sand grading of the sand filters.
- The position of the transformers at the mini-substation for the high-lift pump station are difficult to access for maintenance purposes. It is thus required that the effect of moving these transformers to a more accessible position be investigated.
- Make provision for a back-up generator set.
- The transformer and associated cabling caught fire some time ago. It is required that the condition of the cabling be investigated in respect of the condition or damage that may have occurred during the incident.
- The plant shall be put on a new SCADA system to allow the remote controlling of the river pumps and the high-lift pump station. The readings of all flow meters and online measuring instrumentation shall also be displayed and stored by the system.
- The provision of online measuring instrumentation such as pH, turbidity and free chlorine shall be provided on the raw water line and the lines of the treated water.
- The Operational Health and Safety Act (OHSA) requirements in respect of electrical installations shall be evaluated – specifically the configuration of the medium voltage (3,3 kV) switch gear.
- The condition of all valves (non-return valves, gate valves, air release valves, pressure sustaining valves, control valves, etc.) in the high-lift pump station shall be assessed and replaced if re-conditioning is not a viable option.
- The capacity of the crane shall be assessed and tested as required by the relevant legislation.
- The pump sump for the high-lift pumps shall be provided with a facility to completely drain the sump.
- Evaluate the possibility of using better high lift pumps with new arrangement of pipe works and bases for the pumps and motors.
- The chlorine dosing building and the equipment shall be assessed as to the adequacy of the system. The ventilation of the chlorine storage room has been

modified as the chlorine pipelines freeze in the cold winter nights. Proposals are to be made to ensure the efficiency of the system.

- The sludge dams and lagoons shall be cleaned and re-built. The settled material shall be disposed of safely and blocked pipes must be replaced.
- The buildings shall be maintained as follows:
 - Make provision for extra storage facilities.
 - Walls and window frames are to be painted.
 - Damage in the ablutions shall be repaired.
 - Roofs shall be inspected and treated to reduce the decay of the material.
 - Make provision for a refurbishment of the laboratory.
 - Build a control room for process controllers with civilian cameras to monitor the high lift pump station and raw water pump station including hot spot areas inside the plant.
 - Refurbish existing offices with communication networks and air conditioning system.
 - Consider making a provision for construction of new offices, ablution, and storage facilities at the plant including a new guard house for security personnel. The guard house should include a security camera system that will be viewed and controlled at the control room.
 - A new septic tank or improved system must be installed. Investigate and make proper recommendations concerning the possibility of connecting to the nearest municipal water bone sewer reticulation system.
- Provide security fencing, lighting, and other security measures in accordance with the standards of the City of Tshwane.
- Compile operational and maintenance manuals for the installation.
- Provide details and standards applicable for all Operational Health and Safety Act (OHSA) requirements for such an installation.

C.3.4.2.1.3 Infrastructure Works (Sokhulumi Boreholes)

The appointed consulting engineer shall also perform work at the Sokhulumi Boreholes which requires the following:

- Compilation of a service report which entails testing, drilling, equipping of boreholes with solar backup power systems for pumps and connect to the reservoir. Each borehole must have technical data.

- Design of the reticulation system to be located at the main reservoir in Kwa-Sokhulumu area.
- Make provision of a guard house and toilet system at the reservoir for security personnel.
- Design and supervision of the purification units for boreholes water supply that will be ideally located at the reservoir including a small office and storage facility for personnel use.
- Establishment of the borehole sampling points and dosing systems.
- The existing boreholes to be drilled deeper to reach the water table.
- Existing borehole pumps to be refurbished.
- Installation of chlorinators and or dosing of better disinfectors at the boreholes.
- Installation of approved mechanical water meters linked to the SCADA at the Water Treatment Works.
- Installation of vandal-proof borehole covers and housing of borehole equipment.
- Installation of approximately 1000m of 110 diameter HDPE pipe to connect borehole number 5 and borehole number 7.
- Provide security fencing and other security measures in accordance with the standards of the City of Tshwane.
- Compile operational and maintenance manuals for the installation.
- Provide details and standards applicable for all Operational Health and Safety Act (OHSA) requirements for such an installation.

The scope will also include stages 1-6 (inception, concept & viability, design development, documentation and procurement, contract admin & inspection and close-out) and level 3 construction monitoring.

C.3.4.2.2 Guideline Scope of Services

The scope of the works entails rendering professional services in terms of the Engineering Council of South Africa (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) and Gazette (No 44333), 26 March 2021 for the: Upgrading of existing Bronkhorstspruit Water Purification Plant (WPP) and Sokhulumu boreholes.

The following services, as defined in the ECSA Guideines Clause 3 are required:

C.3.4.2.2.1 Normal Services

Civil Engineering Works

- Inception 5%
- Concept and Viability 25%
- Design Development 25%
- Documentation and Procurement 15%
- Contract Administration and Inspection 25%
- Close Out 5%

Structural Engineering Works

- Inception 5%
- Concept and Viability 25%
- Design Development 30%
- Documentation and Procurement 10%
- Contract Administration and Inspection 25%
- Close Out 5%

Mechanical and Electrical Engineering Works

- Inception 5%
- Concept and Viability 15%
- Design Development 20%
- Documentation and Procurement 20%
- Contract Administration and Inspection 35%
- Close Out 5%

The appointment of the consultant will be in accordance with Municipal Financial Management Act (MFMA) and the professional fees will be calculated according to the ECSA Guideline Scope of Services and Tariff of Fees for the Normal Services for civil construction work.

C.3.4.2.2 Cost Estimate

The cost estimate of construction for the upgrading of the existing Bronkhorstspuit Water Purification Plant (WPP) is Rand Sokhulum boreholes is R80 000 000.00 (exclusive of 15% VAT).

The appointment of the consultant will be in accordance with Municipal Financial Management Act and the professional fees will be calculated according to the ECSA Guideline Scope of Services and Tariff of Fees for the Normal Services for civil construction work. The normal services include the inception, concept and viability, design and development, documentation and procurement, contract administration and inspection and close out.

C.3.4.2.3 Additional Services

C.3.4.2.3.1 Additional Services pertaining to all stages of the project

- (1) All services related to defining the scope of work, previously carried out under the report stage and that was normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilization.
- (3) Making arrangements for way leaves, servitudes or expropriations.
- (4) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (5) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (6) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g., Mines Health and Safety Act 29 of 1996).
- (7) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
- (8) Setting out or staking out the works and indicating any boundary beacons and other reference marks.

- (9) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (10) Detailed inspection, reviewing and checking of designs and drawings not prepared by the service provider and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- (11) Travel and travel time costs related to offsite inspection and testing of materials and plant during manufacture and or prior to delivery to site.
- (12) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (13) Abnormal additional services by or costs to the service provider due to the failure of a contractor or others to perform their required duties adequately and on time.
- (14) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimize or maintain proper functioning of any process or system.
- (15) Investigating or reporting on tariffs or charges leviable by or to the employer.
- (16) Advance ordering or reservation of materials and obtaining licenses and permits.
- (17) Preparing detailed operating, operation and maintenance manuals.
- (18) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the service provider to advice upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consultant and the employer prior to the execution thereof.
- (19) The frequency and extent of site administration and sections that are required relative to the norm. The frequency and duration of works inspections will depend on many factors, such as the nature, complexity and duration of the project, site location, project programme, contractor competence, important elements of the works being enclosed or covered etc. The norm is that meetings and inspections should occur at an average frequency of once every 2 weeks with more frequent occurrences during critical stages of the work as described for Level 1: Construction Monitoring in clause C3.5.3.2. When the frequency of meetings and inspections exceeds this norm then such additional attendance at meetings and related inspections are considered as additional services.

- (20) Preparing as-built drawings and designs done by others or related alterations to existing works.
- (21) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - incorporation of any targeted participation goals,
 - the measuring of key participation indicators,
 - the selection, appointment and administration of participation and;
 - auditing compliance to the above by any contractors and/or professional consultant.
- (22) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the service provider provides services.
- (23) Any other additional services, of whatever nature, specifically agreed to in writing between the service provider and the employer.

C.3.4.2.3.2 Construction Monitoring

- (1) Quality Assurance (QA) during construction refers to the engineering activities that are implemented to assure the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consultant to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consultant that the risk of these requirements not being met, is acceptable.
- (2) This means that the client and the consultant should agree a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliances and related responsibilities, bearing in mind that the consultant has a duty of care while the client should strive to ensure quality and minimise life-cycle costs.

- (3) The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.
- (4) The stage 5 construction monitoring services described in C3.4.2.5 above will normally suffice for simple projects where more regular inspections are not required other than during critical stages of the works with less frequent visits once the portion of the works in which the consultant is involved has largely been completed. However, there are many other situations where more regular construction monitoring is required for quality assurance and certification.
- (5) Aspects that need to be considered determining the degree to which additional construction monitoring services are required are:
 - a) The type of work.
 - b) The discipline of the work (civil, structural, mechanical, electrical etc.).
 - c) The competency and reputation of the contractor and its related quality control system.
 - d) The speed with which critical elements of the work are covered.
 - e) The consequences of non-compliance.
 - f) Timing and ease of subsequent detection and rectification of non-compliances.
- (6) Arising from the above, three levels of construction monitoring may be defined and described, as follows:
 - a) **Level 1**: Periodic Construction Monitoring (Normal Services i.e., no additional services).

The consultant's staff shall:

 - i. Visit the works at a frequency of once every two weeks on average over the duration of the works, with additional visits for completion inspections and inspections for defects lists.
 - ii. Review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.

- b) **Level 2**: Part-time Construction Monitoring (Normal Services for building structures and additional services involving part-time staff paid for by the client for other disciplines and projects).

The consultant's staff or part time construction monitoring staff shall:

- i. Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly, according to the demands of the project.
- ii. Review regular samples of materials and work procedures, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
- iii. Where the consultant is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

- c) **Level 3**: Full-time Construction Monitoring (Full time staff seconded to the client for the duration of the works and paid for by the client).

The full-time construction monitoring staff shall:

- i. Maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
- ii. Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
- iii. Where the consultant is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

- (7) In the case of some mechanical and electrical works related to simple routine projects, such as general educational buildings, primary healthcare and some institutional building projects, Level 1 monitoring is usually sufficient. On projects where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, commercial, retail and office buildings with complex electrical and mechanical works, level 2 or Level 3 construction monitoring is normally required.

- (8) Where Level 2 construction monitoring is required as an additional service and the works are located close to the consulting engineer's offices, it may be economical to provide the additional service using the consulting engineer's staff on a time and cost basis. Where the works are more remote it may be more cost-effective to second full time or part time staff to the project to carry out the necessary inspections. In all instances, the consultant will, with prior written approval having been obtained from the client, appoint, or make available additional staff for such construction monitoring on site to the extent specifically defined in the agreement.
- (9) In some instances, staff are made available by the client to assist in construction monitoring in which cases these persons should report to and take instructions from the consultant or an authorized representative of the consultant to avoid mixed messages being passed to the Contractor.

C.3.4.2.3.3 Quality Assurance System

Where the employer requires that a quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the consultant and to be specifically defined and separately agreed in writing prior to commencement thereof.

C.3.4.2.3.4 Training and Mentoring of Students and Employees

As the employer is actively assisting in providing experiential training for students and employees in the process of registering with the Engineering Council of South Africa, the appointed consultant will be required to provide training and mentoring of two engineering students and/or employees. This will also include proposing a sustainable Enterprise Development Model for SMME's and local contractors.

C3.5 PROCUREMENT

C3.5.1 PREFERENTIAL PROCUREMENT PROCEDURES

The tenders will be evaluated based on the following stages:

Stage 1: Administrative compliance.

Stage 2: Mandatory requirements.

Stage 3: Functionality

Stage 4: The 80/20-point system as prescribed in Preferential Procurement Regulation 2017.

Stage 1: Administrative Criteria

The following documents listed should be included in the tender document submitted for tender evaluations purpose:

- Recent municipal rates statement
- CK and valid original Tax Clearance Certificate
- CSD summary
- BBBEE Certificate

Stage 2: Mandatory Criteria

All the following mandatory requirements must be complied with, or the tender will be regarded as non-responsive and not be considered further:

- (a) The following key personnel must have a four-year engineering degree and be registered as a professional engineer/technologist with the Engineering Council of South Africa (ECSA) in line with their qualification. A certified copy of professional registration and qualifications must be submitted with the bid:
 - Project Leader (civil engineering qualification)
 - Process Engineer (This can be civil, mechanical, chemical or industrial engineering qualification)
 - Mechanical Engineer
 - Electrical Engineer
- (b) CVs with contactable references should be provided to confirm relevant experience post professional registration in the design and construction of water purification works.
- (c) should be provided to confirm relevant experience post professional registration in the design and construction of water purification works.
- (d) Tenderers must be certified as compliant with any quality management standard or any other nationally (RSA) approved quality management standards. Proof of certification must be submitted.

Stage 3: Functional Evaluation

Should the bidder not achieve the minimum specified points of 65 for functionality then the Bidder will be regarded as non-responsive and not be considered for the evaluation of the next evaluation stage and will be disqualified.

• SCORECARD FOR FUNCTIONALITY

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Relevant Experience of Tenderer:				Max 20
Number of water purification plant projects completed. Supporting documentation in the form of a signed appointment letter and completion certificate on a client letter head must accompany all water treatment plant projects completed (A relevant project is a project, which entails the design and construction for all disciplines of water purification plant. Failure to submit, will result in zero score allocated).	1 relevant project	1	5	
	2 relevant projects	2		
	3 relevant projects	3		
	4 relevant projects	4		
Experience of key staff on relevant (Water Purification Plant Projects)				Max 40
The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities with regards to comparable projects. These documents are compulsory and failure to submit will result in a zero-score allocated. Involvement in water treatment plant projects. Key Staff as indicated below:				
1. Project Leader	1 relevant project	1	2.5	10
	2 relevant projects	2		
	3 relevant projects	3		
		4		

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
	4 relevant project or more			
2. Process Design Engineer	1 relevant project	1	2.5	10
	2 relevant projects	2		
	3 relevant projects	3		
	4 relevant projects or more	4		
3. Mechanical Design Engineer	1 relevant project	1	2.5	10
	2 relevant projects	2		
	3 relevant projects	3		
	4 relevant projects or more	4		
4. Electrical Design Engineer	1 relevant project	1	2.5	10
	2 relevant projects	2		
	3 relevant projects	3		
	4 relevant projects or more	4		
Experience of Key Staff: Post professional registration.				Max 25
Key Staff as Indicated Below: Attach copies of detailed CV indicating years of experience in water treatment plant projects. The CVs are compulsory and should be for the key staff indicated on the organizing and staffing. Failure to submit will result in a zero-score allocated.				
	Years' experience posts professional registration:			
1. Project Leader	5 years but less than 8years	1	2	10

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
	8 years but less than 10 years	2		
	10 years but less than 12 years	3		
	12 years +	5		
2. Process Design Engineer	3 years but less than 7 years	1	1.67	5
	8 years but less than 11 years	2		
	11 years+	3		
3. Mechanical Design Engineer	3 years but less than 7 years	1	1.67	5
	7 years but less than 11 years	2		
	11 years +	3		
4. Electrical Design Engineer Attach copies of detailed CV detailing the following electrical engineering experience in water purification plant project(s): <ul style="list-style-type: none"> – Supply, installation, connection and commissioning of replacement medium voltage switchgear panels. – Refurbishment, servicing, and testing of existing power transformers. – Electrical design of MCC specifications and technical details; Cable schedules and layouts. <i>These documents are compulsory and should be for the key staff indicated on the organizing and staffing. Failure to</i>	3 years but less than 7 years	1	1.67	5
	7 years but less than 11 years	2		
	11 years +	3		

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
<i>submit will result in a zero-score allocated.</i>				
Local Economic Participation - Location of Business Municipal Rates & Taxes not older than three months or Valid Lease Agreement	Outside Gauteng	1	5	Max 15
	Within Gauteng	2		
	Within City of Tshwane	3		
HIGHEST POSSIBLE SCORE				100

NB:

- (a) The Project Leader role can also be fulfilled by any of the other key staff listed.
- (b) Where the entity tendering is a joint venture a score for relevant experience of the tenderer will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.
- (c) Bids will be rated in respect of each criterion on a scale of as indicated. The maximum possible score that can be achieved for functionality is 100.
- (d) Calculation of scores (Weights x Scale = Score)
- (e) The CoT reserves the right to contact references submitted by the bidder.
- (f) Tender offers will only be accepted if there is no conflict of interest which may impact on the Tender's ability to perform the contract in the best interests of the employer or potentially compromise the Tender process.
- (g) Bids that do not achieve a **minimum score of 65 points** (out of 100) for functionality **will not be evaluated further and will not be considered further.**

Please note should any of the nominated staff be replaced, the successfully appointed service provider will be required to ensure that such replacements satisfy equivalent criteria as above and this need to be approved by the City of Tshwane.

Stage 4: The 80/20-point system as prescribed in Preferential Procurement Regulation 2017

The system comprises of the following two elements:

- | | |
|----------------------------|-----------|
| a) Price | 80 points |
| b) BBBEE Contributor level | 20 points |

C3.6 PERFORMANCE EVALUATION PROCEDURE

- (1) The consultant responsible for a particular project allocated is required, within 10 (ten) working days of the submission of the final Contractor's invoice for services associated with the project allocation, to evaluate the Contractor's performance in completing a Task by completing the evaluation form in Annexure A and summarised to Annexure B.
- (2) The consultant in reviewing the Contractor's performance shall consider whether matters outside or within the Contractor's control affected satisfactory progress. The assessment shall be made, after taking into account matters beyond the Contractor's control.
- (3) The Contractor shall be given a copy of each performance report and be given 10 (ten) working days to respond to its content, if necessary. The consultant shall address any issues raised by the Contractor and respond in writing within 10 (ten) working days of receipt of such response.
- (4) The Contractor may thereafter appeal the scoring of the consultant to the Divisional Head of the Division whom shall delegate an independent official to review the score and correspondence and, if necessary, communicate with the contractor and the consultant, individually or separately. The score allocated by such an official shall be final and no further representations shall be entertained.
- (5) The Employer may change the evaluation form, in which case the consultant will be furnished with a copy of the revised form.

C3.7 REQUIREMENTS

C3.7.1 LABOUR-INTENSIVE WORKS:

- (1) The consultant must provide the Employer with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
- (2) The consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the National Department of Public Works.
- (3) The consultant shall, for monitoring purposes, keep monthly records of and transmit to the Client data obtained from the contractor on the following indicators with regard to workers employed:
 - Project Budget.
 - Actual Project Expenditure.
 - Number of job opportunities created.
 - Demographics of workers employed (disaggregated by women, youth and persons with disabilities).
 - Minimum day-task wage rate earned on project.
 - Number of person-days of employment created.
 - Number of persons who have attended training course (to be captured as per EPWP directives)

The definitions for these indicators are contained in Annexure D of the latest edition of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP). The values for the indicators shall be submitted to the Employer on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from www.epwp.gov.za

- (4) The consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
 - a) whenever a payment certificate is presented to the Employer for payment; and

- b) immediately after the issuing of a practical completion certificate that signifies that the entire works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

C3.8 COOPERATION WITH OTHER CONSULTANTS

The consultant must be prepared to work with and shall interface with other consultants/contractors and to cooperate fully in this regard.

C3.9 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer will not supply any facilities, office space, equipment, software, vehicles, telecommunication systems etc.

C3.10 REFERENCE DATA

The following documents will be used during the period of appointment:

	Document Name	Available from / at
1	Standard Specifications for Municipal Engineering Works (Third Edition), 2005	Download from: http://www.tshwane.gov.za/Business/Pages/Tenders.aspx <i>(Requires Acrobat Reader 7 or higher)</i>
2	Standard Construction Details and Design Standards for Water and Sanitation Infrastructure	Available in hard copy or pdf format from: Mr Tommy Hilder ☎ 012 358 7659 ✉ tommyh@tshwane.gov.za
3	CTMM Site Management Manual	Available in electronic format from: Mr Tommy Hilder

	Document Name	Available from / at
		<p data-bbox="625 315 863 349">☎ 012 358 7659</p> <p data-bbox="625 383 1038 416">✉ tommyh@tshwane.gov.za</p>

C3.11 APPROVALS

C3.11.1 WAYLEAVE APPROVAL

Diagrams showing the Wayleave Process and Procedures are attached in the Annexures.

C3.12 PLANNING AND PROGRAMMING

C3.12.1 Programmes submitted by the consultant for projects should reflect the following:

- Starting dates, milestone dates, estimated duration and planned completion dates.
- Order and timing of services which the service provider plans to do.
- Provisions for:
 - Float
 - Project Risk
 - Health and Safety Requirements

C3.12.2 Activities for which the employer is responsible and which shall be included in the service provider's programme are the following:

- Acceptance of tender documentation
- Acceptance of tender drawings
- Approval of panel allocation memo
- Site briefing
- Evaluation of the quotations
- Approval of the quotation by the Bid Adjudication Committee (BAC)
- Letter of acceptance

C3.13 SOFTWARE APPLICATION FOR PROGRAMMING

The consultant to verify what computer software the City is currently using and should ensure that their computer software is in line with that of CoT.

C3.14 FORMAT OF COMMUNICATIONS

The consultant will be required to submit documents in the following format:

Document Type	Hard Copy	Electronic
Tender documents	✓	✓
Tender drawings	✓	✓
Reports (all reports including completion and photo reports)	✓	✓
Construction Drawings	✓	✓
As Built test results	✓	✓
As Built drawings	✓	✓

*The above requirements may change from time to time and the consultant will be notified of any changes.

C3.15 MANAGEMENT MEETINGS

The consultant will be required to attend monthly project progress meetings.

C3.16 USE OF DOCUMENTS BY THE EMPLOYER

The copyright in any document produced, and the patent rights or ownership in any plant, machinery, system or process designed or devised by a Service Provider in the course of the service is vested in the City of Tshwane Metropolitan Municipality.

ANNEXURES

ANNEXURE A: PERFORMANCE REPORT

Task Order Particulars

Division/Department:	Reference:	Contract Reference:	Date:

Consultants Particulars

Name:	Person overseeing task order:	Telephone/Mobile:	E-Mail:

Consultants Particulars

Name:	Telephone/Mobile:	E-Mail:

PERFORMANCE AREA				EVALUATION TO ARRIVE AT A RATING			
Description	Weight (1)	Rating (2)	Score (1) x (2)	Unsatisfactory (-1)	Acceptable (0)	Good (1)	Superior (2)
Time management based on task order programme <i>Note: The requirements for, acceptance of and revisions to programmes are fully described in Clause 31 and 32 of the NEC3 Professional Services Contract</i>	0.1			<input type="checkbox"/> less than 60% of programme milestones/ Key Dates are met	<input type="checkbox"/> at least 60% of programme milestones/ Key Dates are met	<input type="checkbox"/> most programmed milestones/ Key Dates met	<input type="checkbox"/> all programmed milestones/ Key Dates met
	0.1			<input type="checkbox"/> programme repeatedly not adhered to	<input type="checkbox"/> few deliverables submitted later than 4 weeks after programmed dates	<input type="checkbox"/> most deliverables submitted not more than one week after programmed dates	<input type="checkbox"/> timely submission of all deliverables

PERFORMANCE AREA				EVALUATION TO ARRIVE AT A RATING			
Description	Weight (1)	Rating (2)	Score (1) x (2)	Unsatisfactory (-1)	Acceptable (0)	Good (1)	Superior (2)
Standard of service <i>Note: A defect is defined in the NEC3 Professional Services Contract as part of a services which is not in accordance with the Scope or the applicable law.</i>	0.1			<input type="checkbox"/> significant defects encountered	<input type="checkbox"/> some defects encountered	<input type="checkbox"/> very minor defects encountered	<input type="checkbox"/> no defects encountered or rework
Deployment of staff	0.3			<input type="checkbox"/> staff had gaps in competence and experience	<input type="checkbox"/> balanced staff complement with suitable experience	<input type="checkbox"/> competent and experienced staff that improved outputs of Task	<input type="checkbox"/> competent and experienced staff that added significant value to the outputs of Task
Project budget control	0.2			<input type="checkbox"/> unrealistic control budget put in place	<input type="checkbox"/> realistic control budget put in place	<input type="checkbox"/> realistic control budget put in place and regularly updated	<input type="checkbox"/> accurate control budget put in place and regularly updated
Co-operative relationships	0.1			<input type="checkbox"/> struggled to communicate	<input type="checkbox"/> communicated issues coherently and within reasonable time frames	<input type="checkbox"/> communicated issues promptly and concisely	<input type="checkbox"/> communicated issues promptly and concisely, focusing on the critical issues
	0.1			<input type="checkbox"/> struggled to resolve issues	<input type="checkbox"/> resolved issues with some difficulty	<input type="checkbox"/> resolved issues with little difficulty	<input type="checkbox"/> proactive in resolving issues through open and effective communication

Total Score								
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PERFORMANCE RATING: *(Check or tick appropriate box)*

	POOR	Score < -0.5		ADEQUATE	-0.5 > Score ≤ 0.5
	GOOD	0.5 > Score ≤ 1.5		EXCELLENT	Score > 1.5

Signature of Consultant

Task Order Particulars

Consultant Particulars

Average score (to be used in conjunction with Selection Procedure)

