HUMAN SETTLEMENTS DEPARTMENT

CITY OF TSHWANE
IGNITING EXCELLENCE

FRAMEWORK REFERENCE: Q12-01-2026/27

QUOTATION FOR THE APPOINTMENT OF AN ENGINEERING CONSULTING FIRM FOR DESIGN REVIEW, CONTRACT ADMINISTRATION AND SITE SUPERVISION FOR THE CONSTRUCTION OF BULK WATER LINE, CONSTRUCTION OF BULK SEWER LINE AND CONSTRUCTION OF 20ML RESEVOIR IN WINTERVELD EXTENSION 3 AND 4 FOR A PERIOD OF 6 MONTHS

VOLUME 1

ISSUED BY:	**PREPARED BY:**
The Divisional Head Supply Chain Management Tshwane House 320 Madiba Street Pretoria 0002	The Divisional Head HUMAN SETTLEMENTS DEPARTMENT PO Box 440 PRETORIA 0001 Tel: 012 358 4780

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
CoT Vendor No:	CDS No:
Contact Person:	
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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In compliance with the CIDB Standard for Uniformity

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C** of **Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.3

The Standard Conditions of Tender makes several references to the Tender Data. 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 below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is **City of Tshwane Metropolitan Municipality**
C.1.2	Tender Documents	<u>Volume 1: Tender Document</u> **THE TENDER** **Part T1: Tendering Procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data **Part T2: Returnable documents** T2.1 List of returnable documents T2.2 Returnable schedules **THE CONTRACT** **Part C1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data **Part C2: Pricing data** C2.1 Pricing instructions C2.2 Pricing schedule **Part C3: Scope of work** C3 Scope of work **ANNEXURES**
C.1.3 *C.1.3.4*	Interpretation	**<u>Add</u>** the following new clause: *The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English*
C.1.4	Communication and Employer's Agent	Agent: **Asanda Makonza** Address: **Tshwane House** **320 Madiba Street** **Pretoria** Tel (Office): **012 358 5775** E-Mail: **AsandaMa@TSHWANE.GOV.ZA**

<table>
<tr><th>CLAUSE NUMBER</th><th>TENDER DATA</th></tr>
<tr><td>C.2.1 Eligibility (mandatory requirements)</td><td>Only those tenders who have in their <u>full time employ</u> a person satisfying the following criteria: Company must confirm that the person/s are in full time employment.

It is the objective of the CoT to appoint a professional service provider. Bidders must have the required skills and professionally registered personnel for the disciplines listed below.</td></tr>
<tr><td></td><td>Only tenderers who meet the mandatory requirements as follows:

The company experience must indicate that at least one reinforced concrete reservoir project; and one bulkwater, water and/or sewer reticulation projects have been completed successfully.

1. Project Leader:
Qualification: BSC or B-Tech in Civil Engineering;
Professional registration with ECSA as Engineer or Technologist;
Minimum 5 years’ experience (post ECSA registration) in the design of reservoirs

2. Civil Engineer
Qualification: BSC or B-Tech in Civil Engineering;
Professional registration with ECSA as Engineer or Technologist;
Minimum 5 years’ experience (post ECSA registration) in the design of water and sewer projects

3. Structural Engineer
Qualification: BSC or B-Tech in Civil Engineering;
Professional registration with ECSA as Engineer or Technologist;
Minimum 5 years’ experience (post ECSA registration) in the design of water and sewer projects

4. Engineer’s Representative
Qualification: BSC or B-Tech in Civil Engineering;
Professional registration with ECSA as Engineer or Technologist;
Minimum 3 years’ experience (post ECSA registration) in water and sewer projects

The company profile and certified copies of professional registration and qualifications must be submitted with the bid. (Refer to returnable schedule RD.A.8 and RD.A.10: Proof of Registration in terms of the relevant Professions Act, in Part T2: Returnable Schedules)</td></tr>
<tr><td></td><td>Only those tenderers who score a <u>minimum of 70 points</u> in respect of the following criteria are eligible to submit tenders.

<table>
<tr><th>CRITERIA</th><th>SUB-CRITERIA</th><th>SCALE (A)</th><th>WEIGHT (B)</th><th>HIGHEST POSSIBLE SCORE = (A X B)</th></tr>
<tr><td colspan="2">Relevant Experience of Tenderer:</td><td></td><td></td><td>Max 20</td></tr>
</table></td></tr>
</table>

CLAUSE NUMBER	TENDER DATA				
	Number of reservoir construction projects completed. Supporting documentation in the form of a signed appointment letter and completion certificate of the construction works on a client letter head must accompany all projects completed (A relevant project is a project which entails the design development and contract administration of construction works for reinforced concrete reservoirs). **Failure to submit, will result in zero score allocated**	1 relevant project 2 relevant projects 3 and more relevant projects	3 4 5	4	
	Relevant Experience of Tenderer:				**Max 20**
	Number of bulkwater, water and/or sewer reticulation projects completed. Supporting documentation in the form of a signed appointment letter and completion certificate of the construction works on a client letter head must accompany all projects completed (A relevant project is a project which entails the design development and contract administration of construction works for bulkwater, water and/or sewer reticulation services). **Failure to submit, will result in zero score allocated**	1 relevant project 2-3 relevant projects 4-5 relevant projects >5 relevant projects	2 3 4 5	4	
	Experience of key staff on relevant (Water and Sewer Projects) The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities in the design and construction of Water and Sewer projects. These documents are compulsory and failure to submit will result in a zero-score allocated. Involvement in Water and Sewer projects. Key Staff as indicated below:				**Max 60**
	1. Project Leader Qualification: BSC or B-Tech in Civil Engineering; Professional registration with ECSA as Engineer or Technologist; Minimum 5 years' experience (post ECSA registration) in the design of reservoirs	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant project or more	0 1 2 3 5	3	
	2. Civil Engineer Qualification: BSC or B-Tech in Civil Engineering; Professional registration with ECSA as Engineer or Technologist; Minimum 5 years' experience (post ECSA registration) in the design of water and sewer projects	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant projects or more	0 1 2 3 5	3	

<table>
<tr><th>CLAUSE NUMBER</th><th>TENDER DATA</th></tr>
<tr><td></td><td>
<table>
<tr><td>3. Structural Engineer
Qualification: BSC or B-Tech in Civil Engineering;
Professional registration with ECSA as Engineer or Technologist;
Minimum 5 years' experience (post ECSA registration) in water and sewer projects</td><td>1 relevant project
2 relevant projects
3 relevant projects
4 relevant projects
5 relevant projects or more</td><td>0
1
2
3
5</td><td>3</td><td></td></tr>
<tr><td>4. Engineer's Representative
Qualification: BSC or B-Tech in Civil Engineering;
Professional registration with ECSA as Engineer or Technologist;
Minimum 3 years' experience (post ECSA registration) in water and sewer projects</td><td>1 relevant project
2 relevant projects
3 relevant projects
4 relevant projects
5 relevant projects or more</td><td>0
1
2
3
5</td><td>3</td><td></td></tr>
<tr><td colspan="4">Total:100</td><td></td></tr>
</table>

Functionality shall be scored by not less than three evaluators <u>who are fully conversant with the technical aspects of the scope of works</u> and in accordance with the following schedules:

Terms of reference for Functionality Evaluation
RD.D.1 Evaluation Schedule: Schedule of Tenderer's Experience – Reinforced concrete reservoir (40)
: Schedule of Tenderer's Experience – Bulkwater, water and/or sewer reticulation (20)
RD.D.3 Evaluation Schedule: Experience of Key Staff on Relevant Water and Sewer Projects (40)
</td></tr>
<tr><td>C.2.2 Cost of Tendering</td><td>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</td></tr>
<tr><td>C.2.5 Reference Documents</td><td>
Add the following:

Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:
• The document "Standard Specifications for Municipal Civil Engineering Works", Third Edition, 2005" issued by the Divisional Head: Roads and Stormwater of the City of Tshwane.
This document is obtainable free of charge on the website www.tshwane.gov.za.
• The document "Standard Specifications for Municipal Electrical Engineering Works", First Edition, 2010".
• The latest print version as current at 30 days before close of tenders of the document "NEC3: Professional Services Contracts, April 2013" including corrections thereto as current at 30 days before close of tenders.
The document may be purchased in hard copy from the South African Institution of Civil Engineering or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.
</td></tr>
</table>

CLAUSE NUMBER		TENDER DATA
C.2.7	Clarification meeting	The arrangements for a **compulsory** clarification meeting are as stated in the tender notice and invitation to tender. Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register. Tender documents will not be made available at the clarification meeting.
C.2.8	Seek clarification	**Replace** the clause with the following: *Request clarification of the tender documents, if necessary, by notifying the employer at least 4* **(Four) working days** *before the closing time stated in the tender data.*
C.2.9	Insurance	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance. Refer to contract data for detail on proof of insurance to be provided.
C.2.12	Alternative offers	Alternative tender offers will **not** be considered.
C.2.13	Submitting a tender offer	• The tender offer **shall be completed in non-erasable black ink** • Any entry made by the tenderer in the document 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 **non-erasable black ink** and the **full signature** of the tenderer shall be placed next to the correction.
C.2.13.3		**Each bidder is required to submit online:** Quotations are available to download at http://www.tshwane.gov.za/?page_id=2194 or https://www.etenders.gov.za/home/opportunities?id=1.
C.2.13.4		**Add** the following to the clause *Only authorised signatories may sign the original and all copies of the tender offer where required.* *In the case of a* ***ONE-PERSON CONCERN*** *submitting a tender, this shall be clearly stated.* *In the case of a* ***COMPANY*** *submitting a tender, include a copy of a* ***resolution by its board of directors*** *authorising a director or other official of the company to sign the documents on behalf of the company.* *In the case of a* ***CLOSE CORPORATION*** *submitting a tender, include a copy of a* ***resolution by its members*** *authorising a member or other official of the corporation to sign the documents on each member's behalf.* *In the case of a* ***PARTNERSHIP*** *submitting a tender,* ***all the partners*** *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* ***proof of such authorisation*** *shall be included in the Tender.* *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.*

CLAUSE NUMBER	TENDER DATA
	Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.
C.2.13.5	The identification details are: Quotation Reference: **Q12-01-2026/27** Quotation Description: **Appointment of an Engineering Consulting Firm for design review, contract administration and site supervision for the construction of bulk water line, construction of bulk sewer line and construction of 20ml reservoir in Winterveldt extension 3 and 4** Closing Time: **11 September 2026** Closing Date: **10:00** Compulsory briefing session: **Refer to the advertisement** Each quotation shall be submitted online: Quotations are available to download at http://www.tshwane.gov.za/?page_id=2194 or https://www.etenders.gov.za/home/opportunities?id=1.
C.2.13.9	**Hardcopies, telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted.**
C.2.13.10	**Add** the following sub- clause C.2.13.10: *Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.*
C.2.14 Information and data to be completed in all respects	**Add** the following to the clause: *The Tenderer is required to enter information in the following sections of the document:* *Section T2.2 : Returnable Schedules* *Section C1.1 : Form of Offer and Acceptance* *Section C1.2 : Contract Data (Part 2)* *Section C2.2 : Pricing schedule* *The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.* *The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.* *The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.*

CLAUSE NUMBER		TENDER DATA
		Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive. *Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.*
C.2.15	Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 *C.2.16.5*	Tender offer validity	The validity period for the tender after closure is **90 days**. CoT shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid. **Add** the following new clause *If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.*
C.2.18	Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all design, management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.23	Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24	*Canvassing and obtaining of additional information by tenderers*	**Add** the following new clause *The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's 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 decision thereon.* *The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.*
C.2.25	*Prohibitions on awards to persons in service of the state*	**Add** the following new clause *The Employer is prohibited to award a tender to a person -* *a) who is in the service of the state; or* *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* *c) a person who is an advisor or consultant contracted with the municipality or municipal entity.*

CLAUSE NUMBER		TENDER DATA
		In the service of the state *means to be -* *a) a member of:-* *• any municipal council;* *• any provincial legislature; or* *• the National Assembly or the National Council of Provinces;* *b) a member of the board of directors of any municipal entity;* *c) an official of any municipality or municipal entity;* *d) an employee of any national or provincial department;* *e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);* *f) a member of the accounting authority of any national or provincial public entity; or* *g) an employee of Parliament or a provincial legislature.* 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 of this procurement document must be completed.
C.2.26	*Awards to close family members of persons in the service of the state*	**Add** the following new clause *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 F2.25), or has been in the service of the state in the previous twelve months, including -* *a) the name of that person;* *b) the capacity in which that person is in the service of the state; and* *c) the amount of the award.* 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 of this procurement document must be completed.
C.2.27	*Vendor registration*	**Add** the following new clause *The tenderer will be required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.* *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.* *Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from:* http://www.tshwane.gov.za/Business/Pages/Registration-of-Suppliers-(Vendors).aspx *All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.*
C.2.28	*Tax*	**Add** the following new clause ***National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:*** *The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.*

CLAUSE NUMBER		TENDER DATA
		Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling *Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18*
C2.29	*B-BBEE Status Level of Contributor*	**Add** the following new clause *A valid 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) must be submitted with this tender document* *In the case of a Joint Venture/Consortium a valid B-BBEE Status Level of Contributor certificate must be submitted by each individual party to the Joint Venture/Consortium.* *Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.*
C.3.1 C.3.1.1	Respond to requests from the tenderer	The employer will respond to requests for clarification up to 4 **four) working days** before the tender closing time.
C.3.4	Opening of tender submissions	Tenders will be opened immediately after the closing time for tenders. **Only the tenderer's name will be announced**
C.3.11	Evaluation of tender offers	***All tenderers who submitted responsive tenders will be evaluated***
C.3.11.1	General	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in C.3.11.2, C.3.11.3 and C3.11.4 below supported by proof/ documentation stated in the conditions of this tender.
C.3.11.2	Method of Evaluation	**Stage 1: Admin compliance** **Stage 2: Eligibility** Refer to clause C2.1 **Stage 3: Functionality** In the case of functionality: Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.

CLAUSE NUMBER	TENDER DATA
	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. Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in clause C3.11.3. The lowest acceptable tender will be used to determine the accurate system once tenders are received. **Stage 4: Price, and Preference** • 80/20
C.3.11.3	**The 80/20 preference points system for acquisition of services, works or goods with a Rand value equal to or below R 50 million.** The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included): $$Ps = 80(1 - \frac{Pt - Pmin}{Pmin})$$ Where Ps = Points scored for price of tender under consideration; Pt = Price of tender under consideration; and Pmin = Price of lowest acceptable tender. • A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. • The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. • Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points. 20 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to Table 1 below:

Specific Goal	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8	 8 Points 7 Points 6 Points 5 Points 4 Points 3 Points 2 Points 1 Point	Valid Certified copy of BBBEE certificate. For EME's and QSE's copy of a valid Sworn affidavit.

<table>
<tr><th colspan="2">CLAUSE NUMBER</th><th>TENDER DATA</th></tr>
<tr><td colspan="2"></td><td>
<table>
<tr><td>Non-compliant</td><td>0 Points</td><td></td></tr>
<tr><td>EME and/ or QSE</td><td>2</td><td>Valid Sworn affidavit</td></tr>
<tr><td>At least 51% Women owned companies</td><td>2</td><td>Certified copy of Identity Document/s</td></tr>
<tr><td>At least 51% owned companies by People with disability</td><td>2</td><td>Medical Certificate with doctor’s details (Practice Number, Physical Address and contact numbers)</td></tr>
<tr><td>At least 51% owned companies by Youth</td><td>2</td><td>Certified copy of Identity Document/s</td></tr>
<tr><td>Local Economic Participation</td><td></td><td rowspan="4">Municipal Account statement/Lease agreement.</td></tr>
<tr><td>City of Tshwane Participants</td><td>4</td></tr>
<tr><td>Gauteng Participants</td><td>2</td></tr>
<tr><td>National participants</td><td>1</td></tr>
</table>
Table 1

If there is uncertainty regarding the estimated price and which preference point system will be applicable, then the tender documents should state that either 80/20 or the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
</td></tr>
<tr><td>C.3.13</td><td>Acceptance of Tender Offer</td><td>Tender offers will only be accepted if:

a.) the tenderer complies with the eligibility criteria stated in clause C.2.1
b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;
c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
e.) the tenderer has not:
i) abused the Employer’s Supply Chain Management System; or
ii) failed to perform on any previous contract and has been given a written notice to this effect.
f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</td></tr>
<tr><td>C.3.16</td><td>Registration of the award</td><td>The following to the clause:

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.</td></tr>
<tr><td>C. 3.17</td><td>Copies of Contract</td><td>One signed copy of contract shall be provided by the Employer to the successful Tenderer.</td></tr>
</table>

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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 only required for tender evaluation purposes, shall not 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 which:

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

b) **comparative offer** means the 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 organ of state may, prior to the award of the tender, cancel the tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure;

(c) no acceptable tenders are received; or

(d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender 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 a 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.3.8 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 not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of 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 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 may 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 may only be considered in the event that the main tender 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, services or supply 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, 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, test 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 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 BBBEE 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 BBBEE 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.

c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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 Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures

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.

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.

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 unacceptable commercial risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

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

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 MANDATORY RETURNABLE DOCUMENTS

Note: ***Failure to submit, fully complete and sign the applicable documents and submit all required attachments 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, signed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of Interest of Persons in Service of State	Form RD.A.2	
MBD 8: Declaration of Tenderer's past supply chain management practices	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	
Proof of registration in terms of the Engineering Professions Act, 2000	Form RD.A.8	
Proof of registration in terms of the Environmental Assessment Practitioners Association of South Africa (EAPASA)	Form RD.A.10	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: ***Failure to submit, fully complete and sign the applicable documents and submit all required attachments 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, signed and included in the tender)
MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
Promotion of local enterprises (Local Economic Participation)	Form RD.B.4	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: ***Failure to submit, fully complete and sign the applicable documents and submit all required attachments 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.***

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Proof of registration on CSD with National Treasury	Form RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	Form RD.C.2	
Proof of professional indemnity insurance	Form RD.C.3	

RD.D RETURNABLE DOCUMENTS REQUIRED FOR FUNCTIONALITY EVALUATION PURPOSES

Note: ***Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.***

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Terms of Reference for Functionality Evaluation		
Evaluation Schedule: Tenderer's experience	RD.D.1	
Schedule of tenderer's experience	RD.D.2	
Evaluation Schedule: Experience of key personnel	RD.D.3	
Key personnel	RD.D.4	
Curriculum vitae of key personnel	RD.D.5	

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

Note: ***Failure to submit, fully complete and sign the applicable documents and submit all required attachments 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, signed and included in the tender)
Record of addenda to tender documents	RD.E.1	
Data provided by the contractor	Section C1.2	
Form of offer and acceptance	Section C1.1	

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1:	**Name of Enterprise:**
Section 2:	**VAT registration number, if any:**
Section 3:	**CIDB registration number, if any:**
Section 4:	**CSD number:**

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	**Identity Number***	**Personal Income Tax Number***

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:
Close corporation number:
Tax reference number:

Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:		**Date:**	
Name:		**Position**	
Enterprise Name:			

FORM RD.A.2 MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full name of bidder or his/her representative: _____

3.2 Identity Number: _____

3.3 Position occupied in Company: (director, trustee, shareholder[2]) _____

3.4 Company Registration Number: _____

3.5 Tax Reference Number: _____

3.6 VAT Registration Number: _____

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

---

[1] MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature

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

3.8 Are you presently in the service of the state?

YES	NO

If yes, furnish particulars _____

3.9 Have you been in the service of the state for the past twelve months?

YES	NO

If yes, furnish particulars _____

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO

If yes, furnish particulars _____

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO

If yes, furnish particulars _____

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

If yes, furnish particulars _____

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

If yes, furnish particulars _____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES	NO

If yes, furnish particulars _____

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

Full Name	Identity Number	State Employee Number

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 the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.3 MBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal tender document must form part of all tenders invited.

2. It serves as a declaration to be used by Municipalities and Municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The tender of any tenderer may be rejected if that Tenderer, or any of its directors have:

   a. abused the Municipality's / Municipal entity's supply 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).

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 its 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**	**No**
	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**	**No**
	If so, furnish particulars:		

Item	Question	Response	
4.3	Was the Tenderer or any of it's 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**	**No**
	If so, furnish particulars:		
4.4	Does the Tenderer or any of it's directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than three months?	**Yes**	**No**
	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**	**No**
	If so, furnish particulars:		

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.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.4 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders[3] 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)[4]. 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.

[3] Includes price tenders, advertised competitive tenders, limited tenders and proposals.

[4] 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.

MBD 9

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

Q12-2026/27: Quotation for the appointment of an Engineering Consulting Firm for design review, contract administration and site supervision for the construction of 11km bulk water line, construction of 10km bulk sewer line and construction of 20ml reservoir in Winterveldt extension 3 and 4 for a period of 6 months

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"" shall include any individual or organization, other that 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 consortium[5] 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 of arrangement with any competitor regarding:

    a. Prices;
    b. Geographical area where product of services will be rendered (market allocation);
    c. Methods, factors of 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

[5] 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.

f. Tendering with the intention not to win the tender.

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.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of the 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:

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

Tender Number:	**Q12-01-2026/27**
Tender Description:	**Quotation for the appointment of an Engineering Consulting Firm for design review, contract administration and site supervision for the construction of 11km bulk water line, construction of 10km bulk sewer line and construction of 20ml reservoir in Winterveldt extension 3 and 4 for a period of 6 months**

2. *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:	Enterprise stamp
1. *Delete which is not applicable. 2. IMPORTANT: This resolution must be signed by all the directors/members/ partners of the tendering enterprise. 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.A.6 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.A.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). The tenderer must confirm that registered employees are in their full-time employ by means of a declaration to this effect on the company's letterhead and duly signed.

NAME	REGISTRATION			Confirm full time employed
	Professional Category	Discipline	ECSA Number	

(Attach required 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.A.10 PROOF OF REGISTRATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT 2002

The tenderer must provide proof of persons in their **full-time employ** that are registered in terms of the National Environmental Management Act, 2002 (Act 107 of 1998). The tenderer must confirm that registered employees are in their full-time employ by means of a declaration to this effect on the company's letterhead and duly signed.

NAME	REGISTRATION			Confirm full time employed
	Professional Category	Discipline	Registration Number	

(Attach required 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.B.1 **MBD 6.1**

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

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

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

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	Points
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

80/20:

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Proof of specific goals to be submitted**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
BB-BEE score of companies Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant	 8 Points 7 Points 6 Points 5 Points 4 Points 3 Points 2 Points 1 Point 0 Points	Valid Certified copy of BBBEE certificate. For EME's and QSE's copy of a valid Sworn affidavit.	
EME and/or QSE	2	Valid Sworn affidavit	
At least 51% Women owned companies	2	Certified copy of Identity Document/s	
At least 51% owned companies by People with disability	2	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)	
At least 51% owned companies by Youth	2	Certified copy of Identity Document/s	
Local Economic Participation		Municipal Account statement/Lease agreement.	
City of Tshwane Participants	4		
Gauteng Participants	2		
National participants	1		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….
DATE: ……

ADDRESS: ……

……

……
……

FORM RD.B.2 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit 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).

NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.

2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

FORM RD.B.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname																
Identity Number							-					-			-	

Hereby declare under oath as follow:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % woman owned;
- The enterprise is _____ % owned companies by People with disability;
- The enterprise is _____ % owned companies by Youth;

- Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);

- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned	**Level One** (135% B-BBEE procurement recognition)	
More than 51% Black owned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% Black owned	**Level Four** (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice
5. I know and understand the contents of the contents of this affidavit, and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature: Date:

Commissioner of oaths
(Signature and stamp)

FORM RD.B.4 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:

If 80/20 preference point system applies:

	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,
Satisfactory (score 1)	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Good (score 2)	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Very good (score 4)	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

(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.C.1 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

1. Attach original or certified copy of CSD registration certificate to this page.

2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

FORM RD.C.2 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.3 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. See **Clause 8. Indemnity, insurance and liability** in **C1.2.2 Data Provided by the Employer**.

NOTE:

1. Attach original or certified copy of Professional Indemnity Insurance Certificate 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 Certificates.

FORM RD.D.1 EVALUATION SCHEDULE: TENDERER'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 ten years will be evaluated.

Tenderers must complete Form RD.D.2: Schedule of Tender's Experience and Form RD.D.4: Service Areas Provided to comply with this schedule.

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

	Tenderer's experience - Reservoirs	
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.	
1 project (score 3)	Tenderer has completed 1 relevant reservoir project.	
2 Projects (score 4)	Tenderer has completed 2 relevant reservoir projects.	
3 and more Projects (score 5)	Tenderer has completed 3 relevant reservoir projects.	
MAXIMUM TOTAL POINTS TENDERERS TOTAL		**40**

	Tenderer's experience – Bulkwater, water and/or sewer Reticulation	
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.	
1 project (score 2)	Tenderer has completed 1 relevant bulkwater, water and/or sewer reticulation projects.	
2-3 Projects (score 3)	Tenderer has completed between 2 and 3 relevant bulkwater, water and/or sewer reticulation projects.	
4-5 Projects (score 4)	Tenderer has completed between 4 and 5 relevant bulkwater, water and/or sewer reticulation projects.	
>5 Projects (score 5)	Tenderer has completed more than 5 relevant bulkwater, water and/or sewer reticulation projects.	
MAXIMUM TOTAL POINTS TENDERERS TOTAL		**20**

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. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

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; and
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.3 Service Areas Provided).

Tenderers must complete Form RD.D.4: Key Personnel to comply with this schedule. A CV (see Form RD.D.5: Curriculum Vitae Of Key Personnel) of the project director, project manager, design/lead engineer and engineer's representative of not more than 3 pages should be attached to this schedule:

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.4 KEY PERSONNEL

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

Refer to clause C.2.1 of Part T1: Eligibility (mandatory requirements)
Note: Form RD.D.5 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4.

Name:	**Date of birth:**
Profession:	**Nationality:**
Qualifications:	
Professional membership:	
Number of years post registration experience:	
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:	
Certification: **I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.** _____ _____ *(Signature of person named in schedule)* 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: _____

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

Q12-2026/27: QUOTATION FOR THE APPOINTMENT OF AN ENGINEERING CONSULTING FIRM FOR DESIGN REVIEW, CONTRACT ADMINISTRATION AND SITE SUPERVISION FOR THE CONSTRUCTION OF BULK WATER LINE, CONSTRUCTION OF BULK SEWER LINE AND CONSTRUCTION OF 20ML RESEVOIR IN WINTERVELD EXTENSION 3 AND 4 EXTENSION 4

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

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

THE OFFERED TOTAL OF PRICES <u>INCLUSIVE</u> OF VALUE ADDED TAX IS

R *(in figures)*

(in words)

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

<u>FOR AND ON BEHALF OF THE TENDERER:</u>

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. _____ _____

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data
Part C2 Pricing Data
Part C3 Scope of Work

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

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

The tenderer shall within two weeks after receiving a letter of acceptance, 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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. _____ _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender;

2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid 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 tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;

4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

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 Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR AND ON BEHALF OF THE TENDERER:

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. _____ _____

CONFIRMATION OF RECEIPT

The Tenderer, (now Consultant), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today the _____ (day) of _____ (month) _____ (year) at _____ (place).

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. _____ _____

C1.2 CONTRACT DATA

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C1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **NEC3 Professional Services Contract,** as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **NEC3 Professional Services Contract, 2013** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

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

CLAUSE/OPTION	DATA
	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 **X1: Price adjustment for inflation** **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 **NEC3 Professional Services Contract, 2013**
1. General 10.1	• 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: ▪ which other holders of office ex officio execute on behalf of the *Employer*; or ▪ for which the Group Head has no authority and the *Employer's* approval is required before execution thereof. • The Group Head is: **Nonto Memela** **Human Settlements Department**
11.2(1)	• A detailed programme of services to be rendered, to be submitted for approval by the Employer within 14 working days from the start date
11.2(6)	• Close-out report with all relevant documentation to be submitted within 3 months of issuing a completion certificate
11.2(9)	• The *services* are for the provision of professional services specified in the Scope and identified in the Acceptance portion of the Form of Offer and Acceptance
11.2(10)	• The following matters will be included in the Risk Register i. Availability of funds approved by Employer on the budget for the project.
11.2(11)	• The Scope is in the document called **Part C3: Scope of Work**
12.2	• The *law of the contract* is the law of the **Republic of South Africa subject to the jurisdiction of the Courts of South Africa**
13.1	• The *language* of the contract is **English**
13.3	• The *period for reply* is **2 (two) weeks**
13.6	• The *period for retention* is **5 (five) years** following Completion or earlier termination

CLAUSE/OPTION	DATA
2. The Parties' main responsibilities 25.2 25.5	• The *Employer* provides access to persons places and things as stated in the Task Order • The Consultant adheres and manages the project in accordance with the Municipal Financial Management Act (MFMA) and relevant regulations published for time to time.
3 Time	
31.2	The starting date is **the date which the consultant conducts an inception meeting with the City of Tshwane.**
11.2(3)	• The completion date is **6 months after the starting date** *Note: If no completion date is provided the Consultant will perform the Services until completed as per Scope of Work*
31.1	The Consultant submits revised programmes at intervals no longer than **1 (one) month.**
5. Payment 50.1 50.3	• The *assessment interval* is **monthly**. • The *expenses* stated by the *Employer* are

Item	Amount
– printing or reproduction of documents issued to the *Employer* or, where instructed by the *Employer* to Others, other than general correspondence and minor reports – covers and binding of documents issued to the *Employer* or, where instructed by the *Employer* to Others , other than general correspondence and minor reports – maps, models and presentation materials	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za
– parking charges and toll fees within the Tshwane municipal area – casual labour and miscellaneous hand tools and materials	Cost
– special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered

CLAUSE/OPTION	DATA
	– 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
	– vehicle travel within the Tshwane Municipal area. No vehicle travel outside the borders of Tshwane will be reimbursed. — In accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za
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	• The *interest rate* is **2% (two percent)** per annum above the **prime lending rate** of the **Employer's** bank at the time an interest payment is due.
8. Indemnity, insurance and liability	• The amounts of insurance and the periods for which the Consultant maintains insurance are:

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 unlimited**	**5 years**
Death of or bodily injury to a person (not an employee of the Consultant) or loss of 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,**	**12 months**

CLAUSE/OPTION	DATA
	<table><tr><td></td><td>**without limit to the number of claims**</td><td></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>
9 Termination	• The appointment will terminate after lapsing of the set project duration or extended duration as confirmed by the municipality in writing. • Either party may terminate the contract on the basis of clause 90.1; 90.2; 90.3 and 90.4
Option G **21 Consultant's obligations** 21.4	• The Consultant prepares forecasts of the total Task Order at intervals no longer than **30 (thirty) days**.
W1 Option W1 W1.1	• The *Adjudicator* is the person selected by the Parties in terms of the relevant Z Clause 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.
W1.2(3)	• 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.
W1.4(2)	• The *tribunal* is a South African court of law.
X1 Price adjustment for inflation X1.1	• The *index* is the index as per Statistical News Release P0141, Table B1 – CPI Headline, as published by Statistics South Africa
	• The *staff rates* are: – fixed at the Contract Date and are not variable with changes, are those that are based on a rate per hour. – variable with changes in salary paid to individuals are those derived from the total annual cost of employment or the daily market related wage.
X2 Changes in law	

CLAUSE/OPTION		DATA
X2.1		• The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X10	**Employer's Agent**	
X10.1		• The *Employer's Agent* is stated in the Task Order.
		• The authority of 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
Z	**Additional conditions of contract**	The *additional conditions of contract* are:
Z1	Tax Invoices	**The *Consultant's* invoice**
		Delete the first sentence of core Clause 50.2 and replace by: Invoices submitted by the Consultant to the Employer include: – the details stated in the Scope to show how the amount due has been assessed, and – the details required by the Employer for a valid tax invoice.
		Delete the first sentence of core Clause 51.1 and replace by: Each payment is made by the Employer within 30 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
Z2	Communications	Add to the end of the first sentence in core Clause 13.1 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.
Z3	Selection and appointment of the Adjudicator	• A 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. The other Party selects one of the two persons chosen to be the Adjudicator within four 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 June 2006.
Z4	Notification of a compensation event	• Replace eight weeks in clause 61.3 with four weeks.

C1.2.3 DATA PROVIDED BY THE CONSULTANT

CLAUSE/OPTION		DATA	
10.1		• The legal name of the Service Provider is:	
		• Physical Address:	
		• Postal Address:	
		• Telephone	
		• Facsimile:	
		• E-Mail Address:	
5.3	Designated Representative	• The authorised and designated representative of the Service Provider is:	
		• The address for receipt of communications is:	
		• Physical Address:	
		• Postal Address:	
		• Telephone	
		• Facsimile:	
		• E-Mail Address:	

CLAUSE/OPTION	DATA
7. Service Provider's Personnel	The Key Persons and their jobs / functions in relation to the services are:

Name	Specific Duties

Refer to Returnable Schedule RD.D.8 in this regard.

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **shall be completed in non-erasable black ink** and the tenderer is referred to the Conditions of Tender in regard to the correction of errors.

1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

1.3 The fees used in the Pricing Schedule shall be based on the latest documents:

- **ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons.**
  (available at https://www.ecsa.co.za/regulation/SitePages/Guideline%20Fees.aspx)

- **Rates for Reimbursable Expenses**
  (available at http://www.publicworks.gov.za/consultantsguidelines.html)

1.4 All fees and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.

1.5 All prices and rates entered in the Price Schedule must be **excluding VAT**. VAT will be added last on the summary page of the Price Schedule.

1.6 An item against which no price, rate or discount is entered will be considered as a zero price, rate or discount and considered to be covered by the other prices, rates or discounts.

1.7 Should excessively high discount percentages be tendered, such discounts may be of sufficient importance to warrant rejection of a tender by the Employer.

1.8 Detailed pricing schedule to be included.

The basic fee for normal services in the field of expertise, is calculated at the percentage mentioned against the cost of the works.

The basic fee for normal services will be applicable as gazetted for the specific field of expertise.

The basic fee per value of project will apply. Bidders needs to indicate on the attached schedule of fees the % discount that will be offered per category based on the gazetted rates.

2. Pay Items

2.1 Abbreviations used in the Price Schedule are as follows:

h	=	hour	p/h	=	person per hour
day	=	per day	p/d	=	person per day
month	=	per month	p/m	=	person per month
p	=	per person	no	=	number
%	=	percent	sum	=	sum
rate only	=	rate only	km	=	kilometre

3. Corrections of entries made by the 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 **non-erasable black ink** and the **full signature** of the Tenderer shall be placed next to the correction.

C2.2 PRICING SCHEDULE

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C.2.2.1 FEES FOR NORMAL SERVICES: CIVIL ENGINEER

C.2.2.2 FEES FOR ADDITIONAL SERVICES

C.2.2.3 TIME BASED FEES

C.2.2.4 DISBURSEMENTS

C2.3 SUMMARY OF PRICING SCHEDULE (Completion is Compulsory)

Civil and Stuctural Engineering Services Pertaining to Engineering Projects

Fees in accordance with ECSA Tarrif of fees May 2025 (Refer to par 4.2.2 : Table 1)

Estimated Cost of Works (excl. VAT)	**R 15 995 206,31**
Percentage Fees before factor	3,68%
Add Complexity Factor	0,01
Relative Fee Percentage	**4,68%**
Adjusted Fees	**R 748 575,66**

Stage of Service	Percentage per Stage	Proportion of Fees	Discount Offered		Discounted Fees
			Percentage	Amount	
Inception	N/A				
Concept and Viability (Preliminary design)	N/A				
Design review and Development (Detail Design)	25,0%	R 187 143,91	5,0%		
Documentation and Procurement	2,0%	R 14 971,51	5,0%		
Contract Administration and Inspection	30,0%	R 224 572,70	5,0%		
Close-out	10,0%	R 74 857,57	5,0%		
				TOTAL CARRIED TO SUMMARY	**R 0,00**

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 his/her knowledge and are to the best of his/her belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date:

C.2.2.3 FEES FOR ADDITIONAL SERVICES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AS.001	**Construction Monitoring** *(See clause 3.3.2 Construction Monitoring of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000)*				
AS.001.01	**Engineer's Representative with less than 10 years site supervision experience**				
AS.001.01.01	Level 1: Periodic Construction Monitoring	month	3		
AS.001.01.02	Level 2: Part-time Construction Monitoring	month			
AS.001.01.03	Level 3: Full-time Construction Monitoring	month	3		
AS.001.02	**Engineer's Represenative with between 10 and 15 years site supervision experience**				
AS.001.02.01	Level 1: Periodic Construction Monitoring	month			
AS.001.02.02	Level 2: Part-time Construction Monitoring	month			
AS.001.02.03	Level 3: Full-time Construction Monitoring	month			
AS.001.03	**Engineer's Representative with more than 15 years site supervision experience**				
AS.001.03.01	Level 1: Periodic Construction Monitoring	month			
AS.001.03.02	Level 2: Part-time Construction Monitoring	month			
AS.001.03.03	Level 3: Full-time Construction Monitoring	month			
TOTAL CARRIED FORWARD					

Signature of person authorised to sign the tender:	Date

C.2.2.4 TIME BASED FEES

Name of Staff Member	Category of Staff	Total Annual Cost of Employment	Rate (Cents/R100)	Normal Hourly Fee	Percentage Discount	Discounted Hourly Fee	Hours	Fee
	Category A	R 1 500 000,00						
	Category B	R 1 000 000,00						
	Category C	R 1 000 000,00						
	Category D	R 750 000,00						
TOTAL CARRIED TO SUMMARY								

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 his/her knowledge and are to the best of his/her belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date:

C2.3 SUMMARY OF PRICING SCHEDULE

Item	Description		Fee
C2.2.2	**NORMAL SERVICES**		
C.2.2.2.3	**Civil and Structural engineering services pertaining to engineering projects**		
C.2.2.3	**FEES FOR ADDITIONAL SERVICES**		
C.2.2.4	**TIME BASED FEES**		
	SUB TOTAL FOR FEES:		
	CONTINGENCIES:	**10%**	
	SUB TOTAL:		
	VAT:	**15%**	
	TOTAL FOR FEES CARRIED TO FORM OF OFFER:		

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 his/her knowledge and are to the best of his/her belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date:

PART C3: SCOPE OF WORK

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C3.1 EMPLOYER'S OBJECTIVES

The employer seeks to upgrade the existing water and sewer infrastructure as required by City's master planning requirements.

This tender is for the construction of new bulk sewer pipeline running along existing pipe servitude, upgrading of existing water pipeline parallel to existing pipeline and construction of new reservoir to cater for water demand of Winterveldt.

The works include the construction of associated air valve chambers, scour valve chambers and valve chambers. It also includes all works to connect to existing water pipeline.

Bulk Sewer Pipeline:

These include construction of the following:
Construction of 5778 m pipe ranging from 160mm diameter to 630mm diameter North of Winterveldt.
Construction of 5084 m pipe ranging from 450mm diameter to 800mm diameter North of Winterveldt.

The above works include the construction of associated manholes and connection to existing sewer infrastructure. It should be noted that the pipe route is within build up areas and removal of existing building will be required before construction of new pipeline.

Main Chamber Valve:

These include construction of the following:
Flow Control Building

The Consulting Engineer will be appointed for a period of 6 months to render the following professional services:

- Design review
- Documentation and procurement
- Contract administration and inspection
- Close-out

The role of a structural engineer is to survey the site and manage the construction of Structural systems so that they comply with the necessary codes.

- His responsibilities include conditional assessments, design, testing, budgeting including payment verification, Contract Administration, close outs.

C3.2 BACKGROUND

The Construction of bulk water line, construction of sewer line and construction of 20ML reservoir is situated in Winterveld in the City of Tshwane Metropolitan Municipality, Extension 3 and 4. The project is a continuation of contract where previous service providers had failed to complete the project.

The following scope has been covered by the previous contractors but have not been accepted by the user departments:

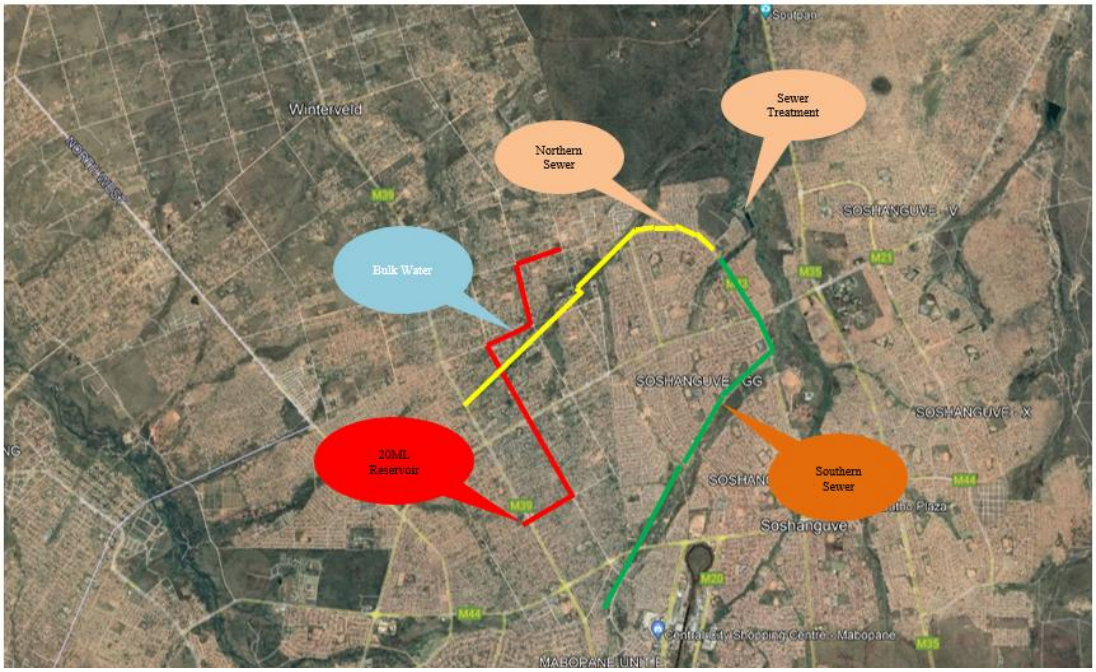
ITEM NO	REMAINING SCOPE OF WORKS	REMAINING %
1	Bulk Sewer Line	
1.1	• uPVC Bulk sewer line	7%
2	Chambers	
2.1	• Scour Valve	25%
2.2	• Air Valve	65%
2.3	• Main chamber valve (Flow Control Room)	15%
2.4	• Manhole sewers	16%
3	Roads and Parking Area (Not started)	
	• Paving	30%
	• Reinstatement of roads	0%
4	Concrete works (Not started)	
	• Concrete pipe encasement	0%
5	Completion stage	
	• Testing and commissioning	0%
	• Practical Completion	0%
	• Completion handover	0%
	Overall remaining % of works	12%

The Service Provider will be required to assess the works mentioned in the table above to ascertain whether they are in accordance with the correct specifications. In order to do this, the Service Provider will be required to carry out all necessary testing to assess the condition of the works.

If the Service Provider finds that the works are not in accordance with the correct specifications or are not at an acceptable quality or standard, then they may (through the appointed Contractor) remove and reconstruct the works or parts thereof.

If the Service Provider finds that the works are in accordance with the correct specifications, then they will accept responsibility and liability for the works or parts thereof and continue with the outstanding portions of the scope.

Locality plan for Winterveld Extension 3 & 4


Sewer Treatment
Northern Sewer
Bulk Water
20ML Reservoir
Southern Sewer
Winterveld
SOSHANGUVE - V
SOSHANGUVE - GG
SOSHANGUVE - X
Soshanguve
M39
M21
M35
M44
M20

C3.3 MANAGEMENT / OVERSIGHT STRUCTURES FOR THE PROJECT

Projects will be managed by the officials from the Human Settlements Department that is managing and implementing the project. The project manager will manage the consultant on behalf of the Department. A project manager will be assigned to oversee the implementation of the project.

C3.4 DESCRIPTION OF THE SERVICES

C3.4.1 DESCRIPTION OF THE SERVICES: ENGINEERING

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No.46 of 2000):

Normal Services

Stage 3 Review: Design Development Review (also termed Detail Design Review)
(Defined as: Review of detailed design drawings (dxf/dwg/pdf), design report(s) and all project related information (design specifications, client specifications, health and safety specifications, statutory requirements, costing plan, financial viability and programme for the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

Typical Functions	Typical Deliverables
1. Carefully studying and critically reviewing detailed designs 2. Attend meetings with client. 3. Critically review of programme. 4. Amending/adjusting of programme. 5. Making adjustments/changes on the electronic design drawings (dxf/dwg/pdf) where necessary. 6. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 7. Reviewing and recalculating of detailed estimates of construction cost. 8. Taking professional liability of reviewed and adjusted design drawings and design report. 9. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants. 10. Re-submit the necessary design documentation to local and other authorities for approval (Wayleave).	♦ Design development drawings; ♦ Outline specifications; ♦ Local and other authority submission drawings and reports; and ♦ Detailed estimates of construction costs. ♦ Report indicating that consultant assumes professional liability of stage 3 after carefully reviewing and amending/adjusting all available information for this stage.

Stage 4: Documentation and Procurement Review (Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project).

Typical Functions	Typical Deliverables
1. Attend design and consultants' meetings. 2. Prepare specifications and preambles for the works. 3. Accommodate services design.	♦ Specifications; ♦ Services co-ordination; ♦ Working drawings; ♦ Budget construction cost; ♦ Priced contract documentation.

4. Check cost estimates and adjust designs and documents if necessary to remain within budget. 5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant. 6. Prepare documentation for contractor procurement. 7. Review designs, drawings and schedules for compliance with approved budget. 8. Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant. 9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required. 10. Provide information to the client which will assist in the evaluation of tenders. 11. Assist with the preparation of contract documentation for signature. 12. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others 13. Assess samples and products for compliance and design intent.	

Stage 5: Contract Administration and Inspection (Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

Typical Functions	Typical Deliverables
1. Attend site handover. 2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections. 3. Carry out contract administration procedures in terms of the contract. 4. Prepare schedules of predicted cash flow. 5. Prepare pro-active estimates of proposed variations for employer decision making. 6. Attend regular site, technical and progress meetings. 7. Review the Contractor's quality control programme and advice and agree a quality assurance plan. 8. Inspect works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail C3.4.3.2 for Level 1: periodic construction monitoring. 9. Review outputs of quality assurance procedures and advice the contractor and client on the	• Schedules of predicted cash flow; • Construction documentation; • Drawing register; • Estimates for proposed variations; • Contract instructions; • Financial control reports; • Valuations for payment certificates; • Progressive and draft final account(s); • Practical completion and defects list; and • Electrical Certificate of Compliance.

Typical Functions	Typical Deliverables
adequacy and need for additional controls, inspections and testing. 10. Adjudicate and resolve financial claims by contractor(s). 11. Assist in the resolution of contractual claims by the contractor. 12. Establish and maintain a financial control system. 13. Clarify details and descriptions during construction as required. 14. Prepare valuations for payment certificates to be issued by the principal agent. 15. Instruct, witness and review of all tests and mock ups carried out both on and off site. 16. Check and approve contractor drawings for design intent. 17. Update and issue drawings register. 18. Issue contract instructions as and when required. 19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties. 20. Inspect the works and issue practical completion and defects lists. 21. Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.	

Stage 6: Close-Out (Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

Typical Functions	Typical Deliverables
1. Inspect and verify the rectification of defects. 2. Receive, comment and approve relevant payment valuations and completion certificates. 3. Facilitate and/or procure operations and maintenance manuals, guarantees and warranties. 4. Prepare and/or procure as-built drawings and documentation. 5. Conclude the final accounts where relevant.	♦ Valuations for payment certificates. ♦ Works and final completion lists. ♦ Operations and maintenance manuals, guarantees and warranties. ♦ As-built drawings and documentation. ♦ Final accounts.

Additional Services

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) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
(4) Making arrangements for way leaves, servitudes or expropriations.
(5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
(6) 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.

(7) 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).

(8) 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.

(9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.

(10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.

(11) 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.

(12) Travel and travel time costs related to offsite inspection and testing of materials and plant during manufacture and or prior to delivery to site.

(13) Preparing and setting out particulars and calculations in a form required by any relevant authority.

(14) 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.

(15) 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.

(16) Investigating or reporting on tariffs or charges leviable by or to the employer.

(17) Advance ordering or reservation of materials and obtaining licenses and permits.

(18) Preparing detailed operating, operation and maintenance manuals.

(19) 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 consulting engineer and the employer prior to the execution thereof.

(20) 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.

(21) Preparing as-built drawings and designs done by others or related alterations to existing works.

(22) 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.

(23) 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.

(24) Any other additional services, of whatever nature, specifically agreed to in writing between the service provider and the employer.

(25) Componentisation of assets and compilation of the HV template in order to capitalise projects successfully.

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 consulting engineer 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 consulting engineer that the risk of these requirements not being met, is acceptable.

(2) This means that the client and consulting engineer 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 consulting engineer 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 consulting engineer 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; and
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) **<u>Level 1</u>**: Periodic Construction Monitoring (Normal Services i.e. no additional services).

The Consulting engineer'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) **<u>Level 2</u>**: 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 consulting engineer'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 consulting engineer 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) **<u>Level 3</u>**: 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 consulting engineer 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) Most structural engineering work typically requires at least Level 2 monitoring and the costs associated with this level of monitoring are included in the guideline fee for building projects to facilitate agreements. For example, in structural concrete work the correct position of reinforcing steel may need to be witnessed for all elements of the structure prior to pouring concrete. The consulting engineer may also require acceptance testing of the concrete on a regular basis depending on the quality controls instituted by the contractor as part of the quality assurance plan.

(8) In the case of large civil works where all materials and elements are generally regarded as being critical and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.

(9) 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.

(10) 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 consulting engineer 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.

(11) 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 consulting engineer or an authorized representative of the consulting engineer to avoid mixed messages being passed to the Contractor.

<u>Level 3</u>: Full-time Construction Monitoring shall be applicable in this contract.

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 consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.

C3.5 SELECTION PROCEDURE

The selection procedure as stipulated on the framework will be followed.

C3.6 SUPPLIER PERFORMANCE EVALUATION PROCEDURE

C3.6.1 The Employer's Agent responsible for a particular Task Order is required, within 10 (ten) working days of the submission of the final Supplier's invoice for services associated with the Task Order, to evaluate the Supplier's performance in completing a Task by completing the evaluation form in Annexure A1 and summarized to Annexure A2.

C3.6.2 The Employer's Agent in reviewing the Supplier's performance shall consider whether satisfactory progress was affected by matters outside or within the Supplier's control. The assessment shall be made, after taking into account matters beyond the Supplier's control.

C3.6.3 The Supplier shall be given a copy of each performance report and be given 10 (ten) working days to respond to its content, if necessary. The Employer's Agent shall address any issues raised by the Supplier and respond in writing within 10 (ten) working days of receipt of such response.

C3.6.4 The Supplier may thereafter appeal the scoring of the Employer's Agent to the Group Head of the Department who shall delegate and independent official to review the score and correspondence and, if necessary communicate with the Supplier and Employer's Agent, individually or separately. The score allocated by such an official shall be final and no further representations shall be entertained.

C3.6.5 The Employer may change the evaluation form, in which case the Supplier will be furnished with a copy of the revised form before or at the time that a Task Order is issued.

C3.7 PARTICULAR / GENERIC SPECIFICATIONS

C.3.7.1 ADDITIONAL SERVICES

SECTION AS.001 CONSTRUCTION MONITORING

Measurement and Payment

Item		Unit
AS.001	**Construction Monitoring**	
AS.001.01	Engineer's Representative with between 5 and 10 years relevant site supervision experience:	
AS.001.01.001	Level 1 : Periodic Construction Monitoring	month (month)
AS.001.01.002	Level 2 : Part-time Construction Monitoring	month (month)
AS.001.01.003	Level 3 : Full-time Construction Monitoring	month (month)

The unit of measurement shall be the number of months for the Engineer's representative to be utilised for construction monitoring.

The rate tendered shall be full compensation as contemplated by clause 3.3.2 Construction Monitoring of the latest Guidelines for Services and Processes for Estimating Fees by Persons Registered in terms of the Engineering Profession Act, 2000. The rate tendered shall include all travelling cost associated with the full-time construction monitoring on site and no additional cost will be paid separately. The Consultant is to accept to provide for project/s that may be identified city wide.

Measurement and Payment

AS.005	**Project Capitalisation**	Lump Sum

The unit of measurement shall be a Lump Sum for the submission of the Project Capitalisation to the relevant Department(s) as specified by the Project Manager.

Compensation of assets and compilation of HV template asset recognition form. The full amount shall be paid upon acceptance of the Project Capitalisation by the relevant Department(s).

C.3.7.2 DISBURSEMENTS

SECTION D.001 DOCUMENT TYPING AND DUPLICATING

Measurement and Payment

Item		**Unit**
D.001	**Document typing and duplicating**	
D.001.01	**Typing of original/master per A4**	number (no)

The unit of measurement shall be the number of pages typed.

The rates tendered shall be full compensation for typing, correcting and adjusting the typed page to the requirements of the Employer

D.001.02	**Duplicating**	
D.001.02.01	On White paper	
D.001.02.01.01	State size of paper (A4, A3 etc.)	number (no)
D.001.02.01.02	(other sizes of paper)	
D.001.02.02	On Coloured paper	
D.001.02.02.01	State size of paper (A4, A3 etc.)	number (no)
D.001.02.02.02	(etc. for other paper sizes)	
D.001.02.03	Duplicating in colour	
D.001.02.03.01	State size of paper (A4, A3 etc.)	number (no)
D.001.02.03.02	(etc. for other paper sizes)	

The unit of measurement shall be the number of pages typed or duplicated.

The rates tendered shall be full compensation for typing or duplicating document pages by either printing or photostatting them

D.001.04 Printed or copied binder set

D.001.04.01	State paper size	number (no)
D.001.04.02	(etc. for other paper sizes)	

The unit of measurement shall be the number of binder sets produced.

The rate tendered shall be full compensation for providing the required binder and placing the copied/printed pages inside with the necessary dividers. The rates shall include delivery to the Employer's offices.

D.001.05	**Printed or copied bound documents**	
D.001.05.01	Ring bound documents	
D.001.05.01.01	Less than 50 pages	number (no)
D.001.05.01.02	More than 50 pages but less than 100 pages	number (no)
D.001.05.01.03	(etc. for increments of 50 pages)	
D.001.05.02	(etc. for other types of binding)	

The unit of measurement shall be the number of documents produced.

The rate tendered shall be full compensation for printing/duplicating and binding. Rates shall include cover pages, clear plastic protection cover pages and delivery to the Employer's offices.

SECTION D.002 DRAWING DUPLICATING

Measurement and Payment

Item		**Unit**
D.002	**Drawing duplicating**	
D.002.01	**Printing on plain paper**	
D.001.02.01	Black & white prints	
D.001.02.01.01	State size of paper (A4, A3 etc.)	number (no)
D.001.02.01.02	(other sizes of paper)	
D.001.02.02	Colour prints	
D.001.02.01.01	State size of paper (A4, A3 etc.)	number (no)
D.001.02.01.02	(etc. for other paper sizes)	
D.002.02	**(etc. for other types of paper)**	

The unit of measurement shall be the number of drawings printed.

The rates tendered shall be full compensation for printing the required drawings on the required paper type and delivery to the Employer's offices if required.

D.002.03	**Providing drawings and documents on Memory Stick**	number (no)

The unit of measurement shall be the number of Memory Stick burnt and provided.

The rate tendered shall be full compensation for providing the Memory Stick , inclusive of jewel case and labelling, burnt in the format requested by the Employer.

D.003.03	**Parking charges and toll fees within the Tshwane municipal area**	provisional sum (prov sum)

The provisional sum allowed shall be expended at the discretion of the Employers representative for parking charges and toll fees paid during the execution of the work within the Tshwane municipal area, at the actual cost thereof. Costs shall not be subject to escalation.

The Service Provider shall produce all invoices, vouchers and receipts in respect of payments made by him in connection with this provisional cost item when he requires payment for these items.

C3.8 REQUIREMENTS

C3.8.1 Labour-intensive in design and construction

The Consultant must, during the design review ensure that the construction works are 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.

C3.8.2 Planning, Studies, Investigations and Assessments

These typical services relate to carrying out studies and investigations as well as the preparation and submissions of reports embodying preliminary proposals or initial feasibility studies and will normally remunerated on a time and cost basis.

C3.10 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

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

C3.11 APPROVALS

C3.11.1 Wayleave approval

Wayleave Process and Procedures can be viewed at https://wayleave.tshwane.gov.za.

C3.12 PLANNING AND PROGRAMMING

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

- Starting dates, completion dates, milestone dates, and estimated duration and planned completion dates. This will also include a detailed Gantt chart reflecting resources, early start dates, late start dates, early finish dates, late finish dates, slack, floats and the critical path.
- Crashing exercises and cost saving measures.
- Order and timing of services which the service provider plans to do
- Provisions for
  - Time risk allowances
  - Health and safety requirements
  - Time-Cost Analysis

- Cost management reports

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

- Approval of Quotation Advertising Request (QAR);
- Approval of Quotation Advertising Objectives (QAO);
- Acceptance of Quotation documentation;
- Approval of Quotation Advertising Request (QAR) by the Group Head
- Approval of quotation documentation by the Quotation Specification Committee (QSC);
- Acceptance of Bid Evaluation Report (BER);
- Recommendation of Bid Evaluation Report by Bid Acquisition Committee (BAC);
- Letter of acceptance

C3.13 SOFTWARE APPLICATION FOR PROGRAMMING

All software shall be compliant with Microsoft Windows 10 and/or the latest operating systems and shall be fully compatible with Microsoft Office 365 and/or the latest versions.

C3.14 FORMAT OF COMMUNICATIONS

Consultants will be required to submit documents in the following format:

Document Type	Hard Copy	Electronic
Quotation specification documents	✓	✓
Tender drawings (Printed/PDF/DXD/DWG/AutoCAD)	✓	✓
Reports (all reports including completion and photo reports)	✓	✓
Construction Drawings	✓	✓
As Built test results	✓	✓
As Built drawings	✓	✓

C3.15 MANAGEMENT MEETINGS

Consultants will be required to attend monthly project progress meetings or as and when required at the client's offices. All necessary stakeholders shall also be required to attend such 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, thing, 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.

C3.17 STAGES OF EVALUATION

Stage 1: Administrative Compliance
Stage 2: Functionality
Stage 3: 80/20 preference point system

Stage 1: Administrative Compliance

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; • Tax compliance status PIN. or • Central Supplier Database (CSD)		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement, or signed lease agreement provided for the company's owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document. **NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. *See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification***		All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or **non-submission of the MBD forms**, will not be considered)
f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old. **NB**: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period,		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
submit audited annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.		that the bidder is not required by law to prepare audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. **NB**: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. **Bidders will be disqualified should they fail to attend compulsory briefing session**
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. **Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.** **Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.**

Stage 2: Functionality

Only those tenderers who score a **minimum of 70 points** in respect of the following criteria are eligible to submit tenders.

In the case of functionality,
Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the clause C2.1 of the tender data, part T1.
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.
Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in stage 4 below. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

CRITERIA	SUB-CRITERIA	SCALE (A)	WEIGHT (B)	HIGHEST POSSIBLE SCORE = (A X B)
Relevant Experience of Tenderer:				**Max 20**
Number of reservoir construction projects completed. Supporting documentation in the form of a signed appointment letter and completion certificate of the construction works on a client letter head must accompany all projects completed (A relevant project is a project which entails the design development and contract administration of construction works for reinforced concrete reservoirs). **Failure to submit, will result in zero score allocated**	1 relevant project 2 relevant projects 3 and more relevant projects	3 4 5	4	
Relevant Experience of Tenderer:				**Max 20**
Number of bulkwater, water and/or sewer reticulation projects completed. Supporting documentation in the form of a signed appointment letter and completion certificate of the construction works on a client letter head must accompany all projects completed (A relevant project is a project which entails the design development and contract administration of construction works for bulkwater, water and/or sewer reticulation services). **Failure to submit, will result in zero score allocated**	1 relevant project 2-3 relevant projects 4-5 relevant projects >5 relevant projects	2 3 4 5	4	
Experience of key staff on relevant (Water and Sewer Projects) The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities in the design and construction of Water and Sewer projects. These documents are compulsory and failure to submit will result in a zero-score allocated. Involvement in Water and Sewer projects. Key Staff as indicated below:				**Max 60**
1. Project Leader Qualification: BSC or B-Tech in Civil Engineering; Professional registration with ECSA as Engineer or Technologist; Minimum 5 years' experience (post ECSA registration) in the design of reservoirs	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant project or more	0 1 2 3 5	3	
2. Civil Engineer Qualification: BSC or B-Tech in Civil Engineering; Professional registration with ECSA as Engineer or Technologist; Minimum 5 years' experience (post ECSA registration) in the design of water and sewer projects	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant projects or more	0 1 2 3 5	3	
3. Structural Engineer Qualification: BSC or B-Tech in Civil Engineering; Professional registration with ECSA as Engineer or Technologist; Minimum 5 years' experience (post ECSA registration) in water and sewer projects	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant projects or more	0 1 2 3 5	3	
4. Engineer's Representative Qualification: BSC or B-Tech in Civil Engineering; Professional registration with ECSA as Engineer or Technologist; Minimum 3 years' experience (post ECSA registration) in water and sewer projects	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant projects or more	0 1 2 3 5	3	
			Total:100	

Stage 3: 80/20 preference point system

The 80/20-point system as prescribed in Preferential Procurement Regulation 2022
The system comprises of the following two elements:

a) Price 80 points

The 80/20 preference points system for acquisition of services, works or goods with a Rand value equal to or below R 50 million.

The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included):

$$Ps = 80(1 - \frac{Pt - Pmin}{Pmin})$$

Where
Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

- A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

b) Specific Goals 20 points

20 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to

Table 1 below:

Specific goals	**80/20 preference point system**	**Proof of specific goals to be submitted**
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant	• 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s **and** proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
		Micro Enterprises, CIPC registration or any other proof of ownership
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s **and** proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Local Economic Participation • City of Tshwane • Gauteng • National	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.