

DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY



TENDER NUMBER: T21/2021: APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK FOR AMERSFOORT TOWN AT DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

DR PIXLEY KA ISAKA SEME MUNICIPALITY

Private Bag X9011
Volksrust
2470

Enquires:

N Khuzwayo (Supply Chain Manager)

E-mail: mpumek@pixleykaseme.gov.za

Tel: +27 (0) 17 734 6100

Fax: 086 630 2209

Tenderer

CSD Registration Number:

Total of the prices inclusive of Value Added Tax: R

Amount in Words

.....

.....

CLOSING DATE & TIME: WEDNESDAY, 08 SEPTEMBER 2021 AT 12:00

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T1.1 TENDER NOTICE



DR PIXLEY KA ISAKA SEME MUNICIPALITY TENDER NUMBER: T21/2021

APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK FOR AMERSFOORT TOWN AT DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

Bids are hereby invited from capable and experienced consulting engineers for the **APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK FOR AMERSFOORT TOWN AT DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY**. It is compulsory that service providers download a copy of the bid document that will **ONLY** be available as from 26 August 2021 from the following link: www.etenders.gov.za free of charge.

Duly completed bid documents and all returnable documents mentioned must be sealed in an envelope clearly marked **“Bid No.T21/2021, APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK FOR AMERSFOORT TOWN AT DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY”** closing date **08 September 2021** with the name of the bidder shall be placed in the bid box at **DR PIXLEY KA ISAKA SEME MUNICIPALITY** at 08 September 2021 on or before **12:00am** on the closing date.

A compulsory briefing meeting will not take place due to COVID19 restrictions, however bidders that wish to enquire or visit site must liaise with the PMU Manager on email buthlezi@pixleykaseme.gov.za or call during business hours 078 970 5899 or 017 734 6187. After the meeting prospective bidders can visit the site for further clarifications (Site Visit Not Compulsory). Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted.

The tenderer is required to submit with his tender an original valid Tax Clearance Certificate issued by the South African Revenue Services (Tax Clearance Number and SARS pin numbers), Certified Copies of Identity Documents of Company Directors not older than three months, Copies of Company Registration Documents, Certified Copy of BBBEE Certificate from accredited agencies or registered accountant. **All certified copies must not be older than three months.**

Prospective bidders are required to submit their original tender documents (clearly marked: **ORIGINAL**) and a copy (clearly marked: **COPY**) of a furnished document including all its attachments on or before the closing date and time as reflected in the bid document. Failure to adhere to this will render the bid non responsive

A preferential point system shall apply where by this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, act no. 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction Preferential Procurement Regulations of 2017, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

Procurement Enquiries: N Khuzwayo

Email: mpumek@pixleykaseme.gov.za
Tel: 017 734 6100

Technical Enquiries:

B Buthelezi
Email: buthlezi@pixleykaseme.gov.za
Tel: 017 734 6187

Employer:

Acting Municipal Manager
Dr Pixley Ka Isaka Seme Local Municipality
Private Bag X9011
Volksrust
2470

T1.2 TENDER DATA: PROVIDED BY THE CLIENT

The conditions of Tender are the Standard Conditions of Tender as published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015) of the CIDB Standard for Uniformity in construction Procurement. The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the standard Conditions of Tender to which it mainly applies.

Please note that the word “client” is used in this document and referred to as “employer” in the Standard Conditions of Tender document.

Clause number	
F.1.1	The Client is: Dr Pixley Ka Isaka Seme Local Municipality Private Bag X9011 Volksrust 2470
F.1.4	The Bid Document issued by the Client comprise: PART T.1: THE TENDER PART T.2: RETURNABLE SCHEDULES PART C.1: CONTRACT TENDER DATA PART C.2.: PRICING DATA PART C.3: SCOPE OF SERVICE
	The Client is: DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY Name: Mr N.T Mokako Acting Municipal Manager Dr Pixley Ka Isaka Seme Local Municipality Private Bag X9011 Volksrust 2470 Tel:
F.2.7	Clarification Meeting: N/A Location: Starting Time:
F.2.13.3	Only original documents
F.2.13.3	Where Bids are requested in electronic format, supplement electronic format with hard copies and submit hard copy in accordance with the provisions of F.2.13.5.
F.2.13.5	The clients' address for delivery of Bid offers and identification details to be shown on each Bid offer package are: Location of Bid box: Main Entrance Municipal Office Physical address: Cnr Adelaide Tambo Street & Dr Nelson Mandela Drive, Volksrust Identification details: Tender/Bid Box
F.2.15	The closing time for submission of Bid offers is 12:00 am on 08 September 2021
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.

F.2.22	90 DAYS																
F.2.19	Not applicable																
F.2.22	Return all retained bid documents within 28 days after the expiry of the validity period																
F.2.23	The bidder is required to submit with his bid. (1) an original valid Tax Clearance Certificate issued by the south African Revenue Services; and (2) Curriculum Vitae for project team shall be attached to this page.																
F.3.4	The time and location for opening of the Bid offers are: Time: 12h00 am, 08 September 2021 Location: Dr Pixley Ka Isaka Seme Local Municipality (Cnr Adelaide Tambo Street & Dr Nelson Mandela Drive, Volksrust)																
F.3.11	Evaluation of Tender Offers																
F.3.11.1	The procedure for evaluation of responsive Tender offers will be as describe in Method 2: Functionality, Price and Preference as contained in the form of Preference Points claims Form in terms of the Preferential Procurement Regulation 2017, bound into this document																
F.3.11.2	Functionality will be scored out of 60 points. A Tenderer who scores less than 80% for Functionality, that is, less than 48 points will automatically be disqualified <table border="1"> <thead> <tr> <th>Description</th><th>Max. Points</th></tr> </thead> <tbody> <tr> <td>Previous experience/Similar Projects</td><td>20</td></tr> <tr> <td>Location and Infrastructure Resources</td><td>10</td></tr> <tr> <td>Project Organogram</td><td>2</td></tr> <tr> <td>Professional Indemnity Insurance</td><td>3</td></tr> <tr> <td>Design and Construction Monitoring Team</td><td>20</td></tr> <tr> <td>Project Programme</td><td>5</td></tr> <tr> <td>Total</td><td>60</td></tr> </tbody> </table>	Description	Max. Points	Previous experience/Similar Projects	20	Location and Infrastructure Resources	10	Project Organogram	2	Professional Indemnity Insurance	3	Design and Construction Monitoring Team	20	Project Programme	5	Total	60
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F.3.11.3	The 80/20 evaluation criteria will be used where Price will be allocated 80 points and Preference will be scored out of 20 points A maximum of 20 points may be allocated in accordance with sub-regulation (2). The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation (2) must be added to the points scored for price as calculated in accordance with sub-regulation (1). Subject to Preferential Procurement Regulations,2017 and which took effect from 1 April 2017																

T1.3 Tender Data: Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

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

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

- Note:*
- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
 - 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill 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;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 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.

F2.2.2 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.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds 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.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate 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.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.

F.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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

Ps = Points scored for comparative price of tender or offer under consideration; Pt = Comparative price of tender or offer under consideration; and Pmin = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

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

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and *P_{min}* =

Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9

B-BBEE status level of contributor	Number of points
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.
 W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- 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.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Part T.2. Returnable Schedules

T.2.1 Record of Addenda

We confirm that the following communications received from the Employer before the submission of this Tender, amending the Tender documents, have been taken into account in this Tender:		
	Date	Title or Details

DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

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.

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

3.8.1 If yes, furnish particulars.

.....

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

3.9.1 If yes, furnish particulars

.....

.....

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

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

3.10 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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder (Company Name)

T.2.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MDB 6.1)

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND

6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

PREVIOUS EXPERIENCE / SIMILAR PROJECTS

Provide relevant information of previous upgrade experience (indicate specifically projects of similar with regard to type of work). Attach to this page proof of appointments and details of projects completed. Certified copies of: Appointments letters, reference letters etc. Failure to submit certified copies will result in zero points on functionality. Ensure that the information attached to this schedule contains the detail with specific reference to the respondent's Experience.

Project No	Description	Project Cost (incl. VAT)	Year of Execution	Reference			Max. Point	Points Allocated
				Name	Organization	Tel (Landline)		
1							4	
2							4	
3							4	
4							4	
5							4	
Total							20	

NO POINTS WILL BE AWARDED IF THE ABOVE IS NOT ATTACHED TO THIS PAGE
Each reference provided / submitted will constitute 4 points functionality.

LOCATION AND RESOURCES

The Bidder shall list below the resources that is currently available to the Bidder.

Physical facilities			Max. Points	Points Allocated
Description	Address			
Office Space (Signed Lease agreement or proof of ownership)		DrPKISLM	4	
		GSDM	3	
		Mpumalanga	2	
		Other	0	
Resources	List and Describe			
Software (Submit Proof of Valid Licence)			2	
Computer (Proof of ownership)			2	
Plotters / Printers (Proof of Ownership or Lease agreement)			2	
Total			10	

PROJECT ORGANOGRAM

Attach to this page the Respondent's Organogram for evaluation.

Description	No Submission	Fair	Good	Excellent	Max. Points	Points Allocated
Evaluation of the Organigram	0	0.5	1.5	2	2	

No preference points will be allocated if the organogram is not attached.

PROFESSIONAL INDEMNITY INSURANCE

Attached proof of a valid professional indemnity insurance policy (certified copy or original) for the Respondent not less than R 10,000, 000.00 from a recognized financial institution

	Max. Points	Points Allocated
Attached proof of a valid professional indemnity insurance policy not less than R 10,000,000.00 from a recognized financial institution	3	

DESIGN AND CONSTRUCTION MONITORING TEAM

The Bidding Entity shall provide the key personnel on a full time basis as listed in the schedule below, for the design period.

Curriculum Vitae and certified copies of qualifications for each member of the design team must be attached to this page; each Curriculum Vitae may not exceed 3 pages.

Name & Qualification	Years of experience: Min 5 years or more	ECSA Registration Number	Max. Points	Points Allocated
			3	
List of experience in wastewater design Projects and Role in those projects: <i>(Points will be awarded based on the similar projects undertaken as listed below)</i>				
Similar wastewater treatment work design & construction (Value R5m – R9.9m) Name of Project:			5	
Similar wastewater treatment work design & construction (Value > R10m) Name of Project:			6	
Project Support:				

Name	Similar Project Experience	Role		
			2	
			2	
			2	
Total			20	

(Only the first three pages will be evaluated)

PROJECT PROGRAMME

Attach to this page the Bidder's Programme for evaluation.

Description	Poor	Fair	Good	Max. Points	Allocated Points
Programme Evaluation	1	3	5	5	

(No preference points will be allocated if the Programme is not attached.)

Functionality Summary

Functionality will be scored out of 60 points. A Tenderer who scores less than 80% for Functionality, that is, less than 48 points will automatically be disqualified.

Description	Max. Points	Allocated Points
Previous experience/Similar Projects	20	
Location and Infrastructure Resources	10	
Project Organogram	2	
Professional Indemnity Insurance	3	
Design and Construction Monitoring Team	20	
Project Programme	5	
Total	60	

Part C.1: Contract Data

C.1.1 Form of Offer and Acceptance

Tender Number: T21/2021

Form of Offer

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

APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK FOR AMERSFOORT TOWN AT DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

Rand.....

.....

.....

(in words); R..... (in figures).

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

For the Tenderer:

Signature:

Name:.....

Capacity:

Name and address of organisation:

.....

.....

.....

Signature and name of witness:

Signature:

Name:

Date:

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 1 | Agreements and Contract Data, (which includes this Agreement) |
| Part 2 | Pricing Data |
| Part 3 | Scope of Work |
| Part 4 | Site Information |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

Signature:

Name:

Capacity:

Name and address of organisation:

.....

.....

.....

Signature and name of witness:

Signature:

Name:

Date:

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.

1 Subject

Details

2 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or 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 in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

For the Employer:

..... **Signature**

..... **Name**

..... **Capacity**

Name and address of organisation:

Name and address of organisation:

.....

.....

.....

.....

.....

.....

..... **Witness signature**

..... **Witness name**

..... **Date**

CONTRACT SPECIFIC DATA PROVIDED BY THE CLIENT

The following **contract specific data** are applicable to this Contract:

Clause		
	Please note that the word “employer” must be erased and replaced with the word “client” in all referred to documentation such as the Standard Professional Services contract (July 2009) (Third Edition of CIDB document 1014)	
	The Client is Dr Pixley Ka Isaka Seme Local Municipality	
3.4 and 4.3.2	The Authorized and Designated representative of the Client is	
	Name: Mr N T Mokako MUNICIPAL MANAGER (ACTING)	
	The Client’s address for receipt of communications:	
	Physical address: Cnr Adelaide Tambo Street & Dr Nelson Mandela Drive, Volksrust 2470	Postal address: Private Bag X9011 Volksrust 2470
	Telephone: 017 734 6100 Fax: 086 630 2209	
	The Project is for the Provision of Professional Engineering for the following projects: APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK FOR AMERSFOORT TOWN AT DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY	
3.6.1	Omit and replace with: The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.	
3.11.1	PENALTY Add: The Service Provision shall be completed within the Duration as indicated in the Tenderer’s programme submitted with this Tender, with the following key Milestones:	
	MILESTONES	PENALTY PER CALENDAR DAY
	Prelim Design	0,1% of total tendered professional fees
	Detail Design and Cost Estimates	0,1% of total tendered professional fees

	Tender Documentation	0,1% of total tendered professional fees
	PENALTY	
	Add: Penalty for misleading council with wrong information provided in the returnable schedules, and information provided in this Tender. A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Tendering Entity as a result of the wrong information provided by the Tendering Entity, multiplied by 1.25 of the total Tendered professional fees. Penalty = (Points wrongly claimed as %) x 1.25 x (Tendered Professional Fees)	
3.15	A Programme shall be submitted with this Tender, the programme will be amended once the Tender has been awarded with the start date the commencement of the project.	
3.15.1	The amended programme shall be submitted within 14 Days of the award of the Contract.	
5.4.1	The Service Provider is required to provide the following insurances:	
	1. Insurance against	Risk in performing professional services (Professional Indemnity cover)
	Cover is:	R 10,000,000.00
	Period of cover:	Duration of Project
	Deductibles are:	NONE
5.5	Add: The Service Provider is required to obtain the Client's prior approval in writing before taking any of the following actions: 1. Commencement of detailed design 2. Commencement of Tender Advertisement for calling of Tenders 3. Appointing Sub Consultants for the performance of any part of the Services 4. All variation orders with cost implications 5. For exceeding the budgeted amount.	
7.3	Add: The Client will not be responsible for any overtime worked by or overtime payments made to Personnel.	

C.1.4 DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

PART C.2.: PRICING DATA

C.2.1 PRICING DATA & INSTRUCTIONS

1. The consultant is to allocate a budget to each activity in the activity schedule.
2. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
3. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
4. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
5. The standard Professional Services, the Contract Data, the Specifications (including the Project Specifications shall be read in conjunction with the schedule of Activities.)
6. The Schedule of Activities comprises items covering the consultant's profit and costs of general liabilities and includes costs of all services.
7. The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Client for the work described under the several referred to payment items. Such amounts shall cover all the costs and expenses that may be required in and for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the documents on which the Tender is based.
8. For the purposes of this Schedule of Activities, the following words shall have the meaning hereby assigned to them:

Unit :	The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
Quantity:	The number of units of work. (Service provision for each item.)
Rate :	The payment per unit of work/provision of services at which the Tenderer Tenders to the work.
Amount:	the quantity of an item multiplied by the Tendered rate of the (same) item.
Sum :	An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	A provisional amount allowed for by the client for an item or items, and the Tenderer is allowed a mark-up (handling cost), in the following item measured in percentage (%).

C2.2 SCHEDULE OF ACTIVITIES FEE PROPOSAL

The following is a schedule that takes note of the prices that the Tenderer is offering to render professional services required for (project).

Project Details

Project No:	T21/2021			
Project Description	APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK FOR AMERSFOORT TOWN AT DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY			
Professional fees in terms of The Engineering Council of South Africa has, under Section 34(2) of the Engineering Profession Act. 2000 (Act No. 46 of 2000) determined the guideline scope of services and tariff of fees in the Schedule: Normal Services				
Item No	Project Description	Estimate Construction Cost** (Incl. VAT and Excl. Professional Fees) – (A)	% Fees of estimated Construction Value – (B)	Total Professional Fees – (C = A x B)
1	APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK FOR AMERSFOORT TOWN AT DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY	R 7 000 000.00		

Item No	Professional Fees a apportionment to the above estimate	Quantity*	Unit	Rate	Amount
1.1	Stage 2 - Preliminary Design	(C) R	%	25	
1.2	Stage 3 - Design Development	(C) R	%	25	
1.3	Stage 5 -Documentation and Procurement	(C) R	%	15	
1.4	Stage 6 -Contract Administration and Inspection	(C) R	%	25	
1.5	Stage 7 -Close-Out	(C) R	%	5	
2.0	Site Supervision Level 3 inclusive of all traveling costs (Construction Period of 8 Months)	8	Months		
3.0	Occupational Health and Safety all client responsibilities seeded in terms of latest Contraction regulations	8	Months		
4.0	Special services: Geotechnical	1	LS		
5.0	Special Services: Survey	1	LS		
6.0	Special Services: EIA & Environmental Site Management	8	Months		
Sub-Total					
Add 15% VAT					
TOTAL PROFESSIONAL FEES (INCLUDING VAT)**					

*Quantity : (C) R = Amount from Total Professional Fees – (C = A x B)

**Total Professional Fees (Including VAT) Amount Carried Forward To the Form of Offer

Notes:

- All specialist service providers shall be approved by the client prior to the commencement of any work.
- All activities must be invoiced on a monthly basis, based on the actual hours spent on the activity.
- The budget allocated to each activity and the total of prices for the activities shall not be exceeded without the written consent of the client.
- Inception stage will not be conducted as the Technical Report has been submitted.

PART C.3:**SCOPE OF SERVICE****DESCRIPTION**

The scope of work include but not limited to the following:

Sewer Reticulation Networks for Amerfoort Town

Preliminary, Detailed Designs, Tender Documentation & Construction supervision for the construction of sewer reticulation network for Amerfoort Town and close-out report.

PURPOSE OF APPOINTMENT

The purpose of this appointment is to appoint a Consulting Professional Civil Engineer for the implementation of the above project. The appointment will be in terms of Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No.46 of 2000) for Stage 1 to 6 and will include the following additional duties but will not limit to these duties:

1. Provide construction supervision and monitoring of the above project shall be **level 3 supervision**.
2. The consulting engineer will undertake duties falling under the Occupational Health and Safety Act, 1993 (Act NO.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the client, the additional services may include the following:
 - a) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act NO.85 of 1993).
 - b) The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

PROJECT MILESTONES

The service provider should propose milestone for the project phasing:-

Milestone	Proposed Milestone
Feasibility Study Report	
Preliminary Design Report	
Final Design	
Final Tender Documents and Construction Drawings	
Appointment of Contractor	
Implementation	
Completion	
Handover to Client	

REPORTING

Progress reports must be provided monthly by the Service Provider to the Municipality.

LOCATION OF THE WORKS

Amersfoort under Dr Pixley ka Isaka Seme Local Municipality.