

RE – ADVERT: REQUEST OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY



REQUEST OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)

TENDER NO	NKO 28/2021	RE - ADVERT: REQUEST OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)
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NKOMAZI MUNICIPALITY
PRIVATE BAG x 101
MALELANE
1320

The Municipal Manager
Mr M.D Ngwenya

TEL.: 013 – 790 0245
FAX.: 013 – 790 0886

Cost of this document: R1334.95-00 incl. VAT

VAT Registration No: 4300102938

PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR QUOTATION AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Amount (VAT INC)	

CLOSING DATE 08 March 2022 AT 12H00

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SCHEDULE OF DOCUMENTS

The Tender Documents for this Contract comprises of the following:

THE TENDER

T1: Tendering procedures

T1.1. Tender Notice and Invitation to Tender

T1.2. Tender Data

T1.3 Standard Conditions of Tender

T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

T2.2.1 Returnable Schedules Required for Tender Evaluation Purposes

Schedule 1: Resolution of Board of Directors

Schedule 2: Resolution of Board of Directors to enter into consortia or JV's

Schedule 3: Special Resolution of Consortia or JV's

Schedule 4: Schedule of proposed sub-contractors

Schedule 5: Commitments of Tenderer

Schedule 6 Record of Addenda to tender documents

Schedule 7: Clarification Meeting Attendance Certificate

Schedule 8: Compulsory enterprise questionnaire

Schedule 9: Evaluation Schedule: Tenderer's experience

Schedule 10: Evaluation Schedule: Proposed organisation and staffing

Schedule 11: Evaluation Schedule: Experience of key staff

Schedule 12: Evaluation Schedule: Methodology

Schedule 13: Other Resources

T2.2.2 Compulsory Municipal Bid Documentation

MBD 2: Tax clearance certificate

MBD 4: Declaration of Interest

MBD 6.1: Preference Certificate

MBD 6.11: Promotion of enterprises in the Nkomazi Municipal

MBD 8: Declaration of bidder's past supply chain management practises

MBD 9: Certificate of Independent Bid Determination

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

Form of Offer

Form of Acceptance

Schedule of Deviations

C1.2 Contract Data

Part 1: Data provided by the Employer

Part 2: Data provided by the Service Provider

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C2: Pricing Schedule

C2.1 Pricing Instructions

C2.2 MBD 3.3: Schedule of Fees and Disbursements

C3: Scope of Work

C3. Scope of Work

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THE TENDER

T1: TENDERING PROCEDURES

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NKOMAZI LOCAL MUNICIPALITY



TENDER NOTICE & INVITATION TO TENDER

TENDER NO: NKO 28/2021

RE – ADVERT: BID NO: NKO:28/2021 REQUEST OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR CONTRACTS (3 YEARS) FOR NKOMAZI LOCAL MUNICIPALITY.

The Nkomazi Municipality cordially invites interested parties to tender / bid for the request of professional civil engineering services for infrastructure projects, as and when required on a three years contract (3 years) for Nkomazi Local Municipality, In terms of Section 110 of the Municipal Finance Management Act, 2003 (No.56 of 2003). Tenders will be evaluated on 80/20 points system in line with Nkomazi Municipality Supply Chain Management Policy.

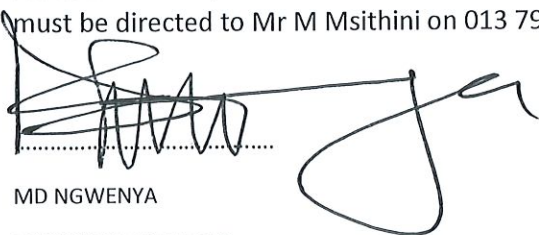
Tender documents with complete details is available upon payment of a non-refundable amount of R1 334.95. on each tender document or can be downloaded for free from the e-Tender website. Tender documents will be available from **07/02/2022** and can be obtained at Nkomazi Local municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from 07h45 to 15h30 (Monday to Friday).

An optional or non-compulsory tenderer briefing session will be held on the **15/02/2022** at **10h00am** at Municipal Town Hall (Kobwa Hall) at Fish Eagle and tenders are to adhere to COVID regulations.

Completed Bid documentation must be deposited in the tender box at office of the Nkomazi Municipality, 9 Park Street, Malalane, not later than **12h00** on/before the closing date of **08/03/2022**. Tenders/Bids must be submitted in a sealed envelope or container on which the tender bid number and addressee is clearly marked. No bids transmitted by fax or email will be accepted. It must be noted that the municipality is not bound to accept lowest or any tender.

Tender / bid documentation which is incomplete or filled incorrectly or not filled in on the official bid documentation or which is received after the close of the bids will be ignored. It must be noted that the tender submitted in a wrong tender box will not be considered. Nkomazi Local Municipality supports empowerment of the previously disadvantaged and SMMEs.

For technical enquiries contact Mr JZ Ntabo at 013 790 0386, and for supply chain related queries must be directed to Mr M Msithini on 013 790 0386 between 07H15 – 16H00 on weekdays.



MD NGWENYA

MUNICIPAL MANAGER

04/02/2022
Date

T1.2: TENDER DATA

CLAUSE NUMBER	
	The Conditions of Tender is the Standard Conditions of Tender as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this Tender in the section T1.3 of the Tender Data. The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals. Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender
F1.1	The employer is the Nkomazi Local Municipality
F1.2	The single volume approach is adopted for this contract. The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to Nkomazi Municipality bound up as it was when it was received. The tender documents issued by the Employer comprise of the following: TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender Part T2: Returnable documents T2.1- List of returnable documents T2.2 - Returnable schedules CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing Instructions C2.2 Priced fees and disbursements Part C3: Scope of work C3 Scope of work
F1.4	The employer's agent is: Name: Mr J Z Ntsabo Capacity: Director Infrastructure Development Address: Nkomazi Local Municipality Private Bag X 101, Malelane, 1320 Tel: 013 7900245 / 0663008561 Fax: 013 790 1476 E-mail: jonathan.ntsabo@nkomazi.gov.za
F1.6.2.1	A competitive negotiation procedure will not be followed

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F2.1.1		<table><tr><th>Description of quality criteria</th><th>Maximum number of tender evaluation points</th></tr><tr><td>Tenderer's experience</td><td>20</td></tr><tr><td>Organisation, staffing and physical resources</td><td>20</td></tr><tr><td>Experience of key staff</td><td>30</td></tr><tr><td>Methodology</td><td>20</td></tr><tr><td>Other Resources (office equipment ,vehicles etc)</td><td>10</td></tr><tr><td>Maximum total evaluation points for quality (M_s)</td><td>100</td></tr></table>	Description of quality criteria	Maximum number of tender evaluation points	Tenderer's experience	20	Organisation, staffing and physical resources	20	Experience of key staff	30	Methodology	20	Other Resources (office equipment ,vehicles etc)	10	Maximum total evaluation points for quality (M_s)	100
	Description of quality criteria	Maximum number of tender evaluation points														
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	Experience of key staff	30														
	Methodology	20														
	Other Resources (office equipment ,vehicles etc)	10														
	Maximum total evaluation points for quality (M_s)	100														
Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:																
1. Tenderer is qualified and professionally registered for the consultancy service to be provided 2. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project 3. Only those tenderers who score a minimum score of 65 points in respect of the following functionality criteria will proceed to the price and preference goals evaluation stage.																
F2.7	The arrangements for the non - <u>compulsory</u> clarification meeting are: Location: Nkomazi Municipal Town Hall, (Kobwa Hall) at Fish Eagle Malelane Date: 15 February 2022 Starting time: 10h00															
F2.8	The closing time for submission of tender offers is as indicated in the tender notice															
F2.12.1	No alternative offers will be accepted															
F2.13.3	Additional copies of the tender offer will not be required															
F2.13.5 F2.13.7	The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are: Location of tender box: Nkomazi Local Municipality Physical address: 09 Park Street, Malelane ,1320 <u>Identification details:</u> As indicated in the tender notice															
F2.13.6 F3.5	A two-envelope procedure will not be followed.															
F2.19	The site of works is located at Nkomazi Local Municipality Boundaries (MP324)															
F2.22	Not a requirement.															
F2.23	The tenderer is required to submit with his tender a valid Copy of Tax Clearance Certificate/ Tax Pin Number of the Tax Compliance status issued by the South African Revenue Services															
F3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at:															

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	Time: 12h00 on 08 March 2022. Location: Nkomazi Local Municipality, 09 Park Street, Malelane ,1320
F3.11	The procedure for the evaluation of responsive tenders is Method 2. The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1 and MBD 611
F3.13.1	Tender offers will only be accepted if or non-Submission of the following documents will results in automatic disqualification : a) the tenderer has in his or her possession a valid copy of tax Clearance Certificate/ valid pin number of the tax compliance status issued by the South African Revenue Services or will be checked under the CDS for compliance b) a certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. c) All personnel or proposed staff documents must be certified d) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; attach certified copy of proof of payment for municipal rates and taxes or a letter from the municipality that indicates that the business is situated in an area in which it does not bill. e) 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; and f) the tenderer has not: a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given written notice to this effect. g) it is considered that the performance of the services will not be compromised through any conflict of interest.. h) In case of Joint Venture – the Joint Venture Agreement. i) Certified certificate of valid Professional indemnity stating levels of cover. j) Certified Professional registration with ECSA , k) Sign copy of professional indemnity insurance (minimum of R5 000 000) note this will be varied during evaluation stage l) Copy of purchase of document. (to be attached when submitting the tender) m) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. n) All pages of this tender document and attachment's must be signed
F3.17	The number of paper copies of the signed Contract to be provided by the Employer is one.

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T1.3: STANDARD CONDITIONS OF TENDER

CIDB STANDARD CONDITIONS OF TENDER (January 2009 edition) as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

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.

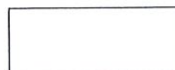
F.1.3.3 For the purposes of these conditions of tender, the following definitions apply::

- 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 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

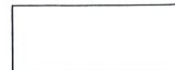

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- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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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**

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..

F.2.3 **Check documents**

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

F.2.4 **Confidentiality and copyright of documents**

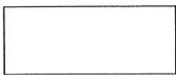
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.



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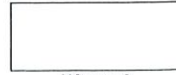
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Witness 2

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) may 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

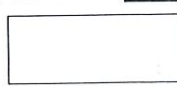
Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

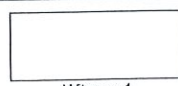
F.2.12 Alternative tender offers

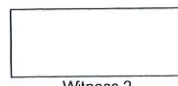
F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative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

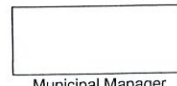
F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

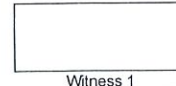
F.2.13 Submitting a tender offer

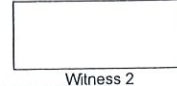

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- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated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

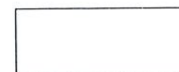
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.


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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, policies, etc.**

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

F.2.21 **Check final draft**

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

F.2.22 **Return of other tender documents**

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

F.2.23 **Certificates**

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

F.3 **THE EMPLOYER'S UNDERTAKINGS**

F.3.1 **Respond to requests from the tenderer**

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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, preferences claimed and time for completion for the main tender offer only..

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

F.3.5 **Two-envelope system**

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

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

F.3.6 **Non-disclosure**

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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.

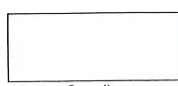
Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

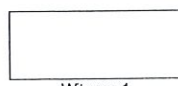
F.3.9 Arithmetical errors, omissions and discrepancies

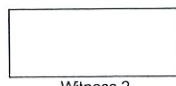
F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

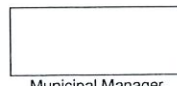
F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **F.3.11** for:

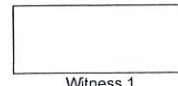
- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices;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

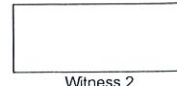

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F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

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

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

F.3.10 **Clarification of 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: Financial offer**

In the case of a financial offer:

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

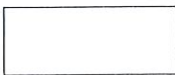
F.3.11.3 **Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

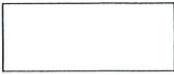
- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of **F.3.11.7** and **F.3.11.8**.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

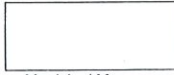
$$T_{EV} = N_{FO} + N_P$$

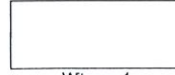
where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;


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N_p is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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N_P is the number of tender evaluation points awarded for preferences claimed in accordance with **F.3.11.8**.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with **F.3.11.9**.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

Score the financial offers 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 the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

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:

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

where: S_Q 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 unacceptable commercial risk and only if the tenderer:

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

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.

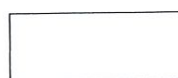
F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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

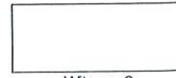

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F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional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

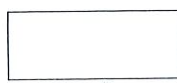
F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

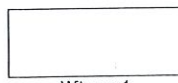
F.3.17 **Provide copies of the contracts**

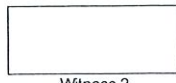
Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

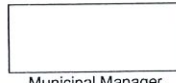
F.3.18 **Provide written reasons for actions taken**

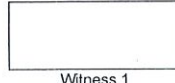
Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair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

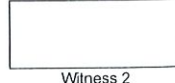

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Witness 2

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)					
BID NUMBER:	NKO:28/2021	CLOSING DATE:	08/03/2022	CLOSING TIME:	12H00
DESCRIPTION	REQUEST OF PROFESIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR CONTRACT (3YEARS) FOR NKOMAZI MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

MALELANE CIVIC CENTRE					
9 PARK STREEET MALELANE					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		

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Municipal Manager

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RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN
REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

DEPARTMENT	SUPPLY CHAIN UNIT	CONTACT PERSON	Mr JZ NTSABO
CONTACT PERSON	Funeka Ndlovu	TELEPHONE NUMBER	013 790 00245
TELEPHONE NUMBER	013 7900386	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	Mandla.msithini@nkomazi.gov.za		

T2: RETURNABLE DOCUMENTS

Supplier

Witness 1

Witness 2

Municipal Manager

Witness 1

Witness 2

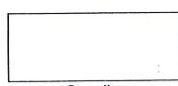
T2.1 LIST OF RETURNABLE DOCUMENTS

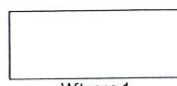
1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

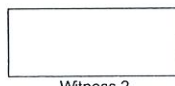
- | | | |
|------|--------------|--|
| 1.1 | Schedule 1: | Resolution of Board of Directors |
| 1.2 | Schedule 2: | Resolution of Board of Directors to enter into consortia or JV's |
| 1.3 | Schedule 3: | Special Resolution of Consortia or JV's |
| 1.4 | Schedule 4: | Schedule of proposed sub-contractors |
| 1.5 | Schedule 5: | Commitments of Tenderer |
| 1.6 | Schedule 6: | Record of Addenda to tender documents |
| 1.7 | Schedule 7: | Clarification Meeting Attendance Certificate |
| 1.8 | Schedule 8: | Compulsory enterprise questionnaire |
| 1.9 | Schedule 9: | Evaluation Schedule: Tenderer's experience |
| 1.10 | Schedule 10: | Evaluation Schedule: Proposed organisation and staffing |
| 1.11 | Schedule 11: | Evaluation Schedule: Experience of key staff |
| 1.12 | Schedule 12: | Evaluation Schedule : Methodology |
| 1.13 | Schedule 13: | Evaluation Schedule: Other Resources |

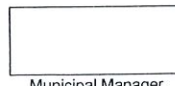
2. COMPULSORY MUNICIPAL BID DOCUMENTATION

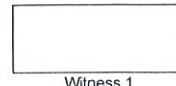
- | | | |
|-----|-----------|--|
| 2.1 | MBD 2: | Tax clearance certificate |
| 2.2 | MBD 4: | Declaration of Interest |
| 2.3 | MBD 6.1: | Preference Certificate(BBBEE) |
| 2.4 | MBD 6.11: | Promotion of enterprises located in the Nkomazi Municipal Area |
| 2.5 | MBD 8: | Declaration of bidder's past supply chain management practises |
| 2.6 | MBD 9: | Certificate of Independent Bid Determination |

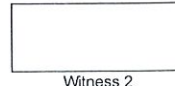

Supplier


Witness 1


Witness 2


Municipal Manager


Witness 1


Witness 2

T2.2 RETURNABLE SCHEDULES

Supplier

Witness 1

Witness 2

Municipal Manager

Witness 1

Witness 2

**T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION
PURPOSES**

Supplier

Witness 1

Witness 2

Municipal Manager

Witness 1

Witness 2

RESOLUTION OF BOARD OF DIRECTORS

Held at _____ (place)

On _____ (date)

1. The Enterprise submits a Bid / Tender to the Nkomazi Local Municipality in respect of the following project:

Bid / Tender Number: NKO 28/2021

in *his/her Capacity as: : _____ (Position in the Enterprise)

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
5			
6			

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by *all* the Directors / Members / Partners of the Bidding 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

ENTERPRISE STAMP	

Supplier Witness 1 Witness 2 Municipal Manager Witness 1 Witness 2

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to Nkomazi local municipality in respect of the following project:

**REQUEST OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS
AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)**

Bid / Tender Number: **NKO 28/2021**

3. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Supplier

Witness 1

Witness 2

Municipal Manager

Witness 1

Witness 2

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN
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Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding 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

ENTERPRISE STAMP

Supplier

Witness 1

Witness 2

Municipal Manager

Witness 1

Witness 2

SCHEDULE 3:

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Nkomazi Local Municipality in respect of the following project:

REQUEST OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)

Bid / Tender Number: **NKO 28/2021**

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any

Supplier

Witness 1

Witness 2

Municipal Manager

Witness 1

Witness 2

of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

 Supplier

 Witness 1

 Witness 2

 Municipal Manager

 Witness 1

 Witness 2

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Supplier

Witness 1

Witness 2

Municipal Manager

Witness 1

Witness 2

SCHEDULE 4

SCHEDULE OF PROPOSED SUB-CONSULTANTS

We notify you that it is our intention to employ the following sub-consultants for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
-----------------------	--

Supplier

Witness 1

Witness 2

Municipal Manager

Witness 1

Witness 2

SCHEDULE 5

COMMITMENTS OF TENDERER

PARTICULARS OF COMMITMENTS WHICH THE TENDERER IS PRESENTLY ENGAGED WITH:

Current projects:

Project	Employer	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Note a proof of appointment must be attached (this will be varied during evaluation stage)

SCHEDULE 6

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Nkomazi local Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

SCHEDULE 7

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

Note: This is an optional or non-compulsory meeting held on the 15/02/2022 at 10:00
An attendance register must be signed to confirm attendance

SCHEDULE 8

COMPULSORY ENTERPRISE QUESTIONNAIRE

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

	A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		A official of any municipality or municipal entity

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* insert separate page if necessary

- The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:
- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
 - 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.
 - 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 frauds or corruption;
 - 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
 - confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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: 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 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐	A member of any municipal council	☐	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐	A member of any provincial legislation	☐	A member of an accounting authority of any national or provincial public entity
☐	A member of the National Assembly or the National Council of Province	☐	An employee of Parliament or a provincial legislature
☐	A member of the board of directors of any municipal entity	☐	An official of any municipality or municipal entity

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 months

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REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise: _____

Name: _____

SCHEDULE 9

EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings (attach certified certificates):

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

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

No score	Tenderer has no relevant experience or no information has been provided
Poor (score 25)	Tenderer has successfully complete 3 similar projects with a professional fee between R400 000.00 and R 600 000.00 each
Satisfactory (score 50)	Tenderer has successfully complete 4 similar projects with a professional fee between R650 000.00 and R 1000 000.00 each
Good (score 75)	Tenderer has successfully complete 4 similar projects with a professional fee between R1 100 000.00 and R 1,500 000.00 each
Very good (score 100)	Tenderer has successfully complete 5 similar projects with a professional fees value greater than R 1 500 000.00 each

NOTE : This evaluation will be based on the following: (attach a report for each project completed as below)

- Copies of appointment letters
- Project name
- Signed copies of completed projects and reference letters from the client
- Quality of the above report (quality management system)
- End product (photos with descriptions)
- Transparency and openness of progress reports(insert a sample progress reports per project)

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.

Signed: _____

Date: _____

Name: _____

Position: _____

SCHEDULE 10

EVALUATION SCHEDULE: PROPOSED ORGANISATION AND STAFFING

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

No score	No information provided
Poor (score 25)	The organization chart is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities. (No qualified personnel or less than three year experience)
Satisfactory (score 50)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables (There should be a qualified project engineers/Technologists with more than 5 years' experience and registered with ECSA)
Good (score 75)	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good coordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short term experts. Some members of the project team have worked together before on limited occasions. (There should be a qualified project engineers/ Technologists, geometric and pavement specialist, material technician with more than 5 years' experience and registered with ECSA)
Very good (score 100)	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past. (There should be a qualified project engineers, geometric and pavement specialist registered with ECSA as professional (Pr Eng/Pr Tech Eng) , material technician, cad specialist or civil designer with more than 5 years' experience and registered with ECSA)

Note : an organogram must be attached indication your staff with their positions and signed confirmation of employment

The following team is proposed for the services:

▪ Project Engineer >10yrs exp
▪ Civil Engineer / Technologist with Geometric design experience (ECSA reg, as Pr) 5 yrs exp
▪ Civil Engineer / Technologist with Pavement design experience (ECSA reg, as Pr.) 5 yrs exp
▪ Civil Engineer / Technologist with Structural Engineering experience (ECSA reg,as Pr .) 5 yrs exp
▪ Civil Engineer / Technologist with Water and Waste water Engineering experience (ECSA reg. as Pr.) 5 yrs exp
▪ Engineer Representative (RE) with N Dip or above as minimum from university of technology or university 3 yrs exp
▪ Material technician with N Dip or above as minimum from university of technology or university 5 yrs exp
▪ Cad Specialist with qualification 2yrs exp

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.

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Signed: _____

Date: _____

Name: _____

Position: _____

SCHEDULE 11

EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member.
- 2) The education, training and experience of the key staff members, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member of not more than 5 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
2. Certified copies of qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of post graduate / diploma experience (year, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work

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

No score (0)	No information provided
Poor (score 25)	Key staff have limited levels of general experience Key staff have limited levels of project specific education, training and experience Key staff have limited experience of issues pertinent to the project
Satisfactory (score 50)	Key staff have reasonable levels of general experience Key staff have reasonable levels of project specific education, training and experience Key staff have reasonable experience of issues pertinent to the project
Good (score 75)	Key staff have extensive levels of general experience Key staff have extensive levels of project specific education, training and experience Key staff have extensive experience of issues pertinent to the project
Very good (score 100)	Key staff have outstanding levels of general experience Key staff have outstanding levels of project specific education, training and experience Key staff have outstanding experience of issues pertinent to the project

Attach a signed confirmation of employment

The following team is proposed for the services:

▪ Project Engineer >10yrs exp
▪ Civil Engineer / Technologist with Geometric design experience (ECSA reg, as Pr) 5 yrs exp
▪ Civil Engineer / Technologist with Pavement design experience (ECSA reg, as Pr.) 5 yrs exp
▪ Civil Engineer / Technologist with Structural Engineering experience (ECSA reg, as Pr.) 5 yrs exp
▪ Civil Engineer / Technologist with Water and Waste water Engineering experience (ECSA reg. as Pr.) 5 yrs exp
▪ Engineer Representative (RE) with N Dip or above as minimum from university of technology or university 3 yrs exp
▪ Material technician with N Dip or above as minimum from university of technology or university 5 yrs exp

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.

Signed: _____

Date: _____

Name: _____

Position: _____

SCHEDULE 12

EVALUATION SCHEDULE: METHODOLOGY

The tenderer should propose the methodology, this part must be clear illustrated i.e. from consulting stage to construction and closing.

The tenderer must attach his / her Methodology plan to this page.

The scoring of the proposed organization and staffing will be as follows:

No score	No information provided
Understanding of the Terms of Reference / Brief (25)	
Average information on the Approach and Work plan (75)	
all information on the Approach and Work plan is given (100)	

The plan should clearly indicate the workflow from inception stage of the project to closeout (project management, Contract administration, construction monitoring and supervision and quality control)

SCHEDULE 13

EVALUATION SCHEDULE: OTHER RESOURCES

The tenderer should indicate a list of available resources to manage the projects.

The tenderer must fill in the details of the resources to the attached form below.

The scoring of the available resources to manage the project is as follows:

No score	No information provided
Poor (score 25)	Besides meeting the "poor" rating, the consultant has all the minimum required resources to manage the project but with no offices in Ehlanzeni District Municipality. (Computers, printers and plotters, Software's, landline and emails, LDV to visit the sites)
Satisfactory (score 50)	Besides meeting the "poor" rating, the consultant has the following resources to manage the project. (Office in Ehlanzeni District Municipality, Computers, Software's, LDV to visit the sites)
Good (score 75)	Besides meeting the "satisfactory" rating, the consultant has the required resources to manage the project. (Office in Ehlanzeni District Municipality, Computers, Software's, landline and emails, LDV to visit the sites)
Very good (score 100)	Besides meeting the "good" rating, the consultant has all the minimum required resources to manage the project. (Office in Ehlanzeni District Municipality, Computers, printers and plotters, Software's, landline and emails, LDV to visit the sites)

The following resources should be listed:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

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Note : A proof must be provided

2. Equipment

Provide information on equipment and resources that you have available for this project.

	Description:	Serial number/ telephone number/ website address	Number of units
Computers			
Laptops			
Printers			
Plotters			
Software			
Website			
Landline			
E Mail			
Cell phones			
Other			

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN
REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

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.

Signed: _____

Date: _____

Name: _____

Position: _____

T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENTATION

MBD 2: TAX CLEARANCE CERTIFICATE

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Form TCC 001 is available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The **original** Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

MBD 4: DECLARATION OF INTEREST

Any person, including persons in the employ of the State; or persons acting on behalf of the State, performing business as a sole proprietor or in partnership; or persons acting in the capacity of a trustee/s of a trust; or any legal entity, including legal entities and trusts, of which the members, directors, shareholders, trustees and/or beneficiaries are in the employ of the State or act on behalf of the State, may make an offer or offers in terms of this tender invitation.

In view of the possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State; or to persons who act on behalf of the State; or to persons connected or related to them, the bidder / tenderer or the bidder / tenderer's duly authorized representative shall disclose herein any relationship and/or kinship, including blood relation, which he/she; his/her employer; the bidder / tenderer's management; members; directors; partners; shareholders; trustees; and/or beneficiaries may have with any person or persons in the employ of the State and/or with any person or persons acting on behalf of the State and who may directly or indirectly be involved in, and/or may be in a position to influence the adjudication and/or evaluation and/or award of this bid / tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender. Failure to furnish the information requested in the questionnaire below may render the tender submission not to be considered at all.

(In answering the questions below, indicate the applicable answer with an X)

1. Is the bidder / tenderer and/or the duly authorized representative in the employ of the State? ☐ YES
☐ NO

If yes, state the full particulars of such person/s, together with their current position held as an employee of the State.

2. Is the bidder / tenderer and/or the duly authorized representative in the employ of the person/s or legal entity acting on behalf of the State, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender? ☐ YES ☐ NO

If yes, state the full particulars of such person/s, together with their current position held as an employee of such person/s or legal entity acting on behalf of the State.

3. Does the bidder / tenderer, the bidder's / tenderer's duly authorised representative, and/or any of the bidder's / tenderer's employees, management, partners, members, directors, shareholders, trustees and/or beneficiaries have any relationship (family, friend, business- or financial interest) with a person, or persons in the employ of the State and/or in the employ of the person/s or legal entity acting on behalf of the State, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender? ☐ YES ☐ NO

If yes, state the full particulars of the persons between whom the relationship exists, the nature of the relationship and the current position/status of such employee/s of the State and/or of the person/s and/or legal entity acting on behalf of the State herein.

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN
REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

I, the undersigned, _____
(name of the person duly authorised to sign the bid / tender documents on behalf of the bidder / tenderer)
hereby certify that the information, furnished above, is correct in all respects. I accept and understand that
the Department of Public Works, as representative of the Government of the Republic of South Africa in
this bid / tender, may act against me and the bidder / tenderer, jointly and severally, should this declaration
prove to be false.

Duly signed at _____ on this the _____ day of _____ (month) _____ (year)

Full name of signatory

Name of Bidder / Tenderer

Capacity of Signatory

Signature

MBD 6.1: PREFERENCE CERTIFICATE

MBD 6.1

**BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)
STATUS LEVEL CERTIFICATES**

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status The Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE

.....

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

.....

Total points for Price and B-BBEE must not exceed

100

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

1.5 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

- 2.1. **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. **"Consortium or joint venture"** 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;
- 2.8. **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. **"EME"** means any enterprise with an annual total revenue of R5 million or less.
- 2.10. **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. **"Functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. **"Non-firm prices"** means all prices other than "firm" prices;
- 2.13. **"Person"** includes a juristic person;
- 2.14. **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

- ☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

3.

DATE.....

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN
REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

ADDRESS.....

.....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

**MBD 6.11: PROMOTION OF ENTERPRISES LOCATED IN THE NKOMAZI LOCAL
MUNICIPAL AREA**

**REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Nkomazi Local Municipality**. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

SPECIFIC GOAL

POINTS ALLOCATED

The stimulation of the local economy by procuring from enterprises located within the borders of the **Nkomazi**

.....

3. Preference points may only be claimed by enterprises located within the **Nkomazi Local Municipality**. (See paragraph 2 above).

4. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the **Nkomazi Local Municipality** is/are claimed.

Yes / No

6. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise:

Physical:

Postal.....

.....

.....

.....

.....

Telephone:

Fax:

Municipal Account No:

Stand No:

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

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

REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE YEAR TERM CONTRACT (3 YEARS)

Bid / Tender Number: **NKO 28/2021**

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

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

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

MBD 3.3: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 provider / consultant in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer
(Name and address of organization)

Name and signature of witness Date

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

Signature

Name

Capacity

for the Employer, the Nkomazi Local Municipality, Municipal Manager, 9 Park Street, Malalane, 1320

Name and signature of witness Date

SCHEDULE OF DEVIATIONS

1. Subject: _____
Details: _____
2. Subject: _____
Details: _____
3. Subject: _____
Details: _____
4. Subject: _____
Details: _____

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

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

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

- a) The Employer is the **Nkomazi Local Municipality**
- b) The authorised and designated representative of the Employer is **Mr J Z Ntsabo Pr Tech Eng**
- c) The address for receipt of communications is: Nkomazi Local Municipality, Municipal Manager, 9 Park Street, Malalane, 1320
Tel: 013 790 0145
Fax: 013 790 1476
E-mail: jonathan.ntsabo@nkomazi.gov.za

Address: Nkomazi Local Municipality, Municipal Manager, 9 Park Street, Malalane, 1320

The Project is: **REQUEST OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY**

- d) The Period of Performance commences on the date of signature of the Professional Services Agreement.
- e) The location for the performance of the Project is Nkomazi local Municipality
- f) The programme shall be submitted within 14 days of the award of the Contract.
- g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- h) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
 - i) Appointing Subcontractors for the performance of any part of the Services,
 - ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.
- j) Copyright of documents prepared for the Project shall be vested with the Employer
- k) Interim settlement of disputes is to be by mediation/arbitration
- l) Final settlement is by litigation
- m) In the event that the parties fail to agree on a mediator/arbitrator, the mediator/arbitrator is nominated by Consulting Engineers South Africa (CESA)
- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is: _____

Address: _____

Telephone: _____

Facsimile: _____

The authorised and designated representative of the Service Provider is:

Name: _____

The address for receipt of communications is:

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. The consultant is to allocate a budget to each activity in the activity schedules.
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.

The fee for Construction Monitoring is a provisional amount for the provision of a Level 4 full time construction monitoring service. The Bidder must submit and state a project duration that is the Bidder feels is required for completion of the project. The Bidder must make provision for a provisional amount for construction monitoring over an estimated period for which the service will be required. The construction monitoring will be charged on a monthly basis. The final fee will be adjusted according to the actual construction period to a maximum of the total period allowed for the project. Services are required according to GOVERNMENT GAZETTE, 26 MARCH 2021 *number 44333*. Prices stated in this table are VAT Exclusive.

7. 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 Bid 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 Standardised, 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 Bidder bids to the work.
Amount	:	the quantity of an item multiplied by the Bided rate of the (same) item.
Sum	:	An amount Bided 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.

C2.2.1 FEE PROPOSAL GUIDELINES

Please take note of the following guidelines and use this guideline to gauge your price for professional services offered. These are based on the Engineering Council of South Africa (ECSA), Guidelines, Scope of Services and Tariff of fees and Government Gazette No. 44333 (26 March 2021)

Basic Fee Civil Engineering Fees

Basic Fee Civil and Structural Engineering Services: Please use the guideline from ECSA

The following additional fee shall be applicable to the value of the reinforced concrete and structural steel portions of the works, inclusive of the costs of concrete, reinforcing, formwork, structural steel work and any pro-rate preliminary and general amounts. Where structures of identical design are requested on the same project, the combined costs shall be cumulated for the determination of the cost of the reinforced concrete and structural steel works. In cases where structures require individual design, a separate additional fee shall be calculated for each structure based on the cost of the reinforced concrete and/or structural steel work for that particular structure. The additional fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

C2.2.2 Offered Fees for Various Projects

The following is a schedule that takes note of the prices that the Bidder is offering to render professional services required on the various projects. Please take note of the guidelines in order to provide a basis for prices Offered.

C2.2 Pricing Schedule

BIDDERS TO NOT ALTER ANY FIGURES GIVEN IN THIS SCHEDULE. IF ONE WISHE TO OFFER ALTERNATIVES, THE ALTERNATIVES MUST BE GIVEN IN A SEPARATE SUBMISSION.

C2.2.A Engineering discipline (Roads and storm water)

Cost of Work (Estimate) :

R 80 000 000.00 incl vat

Note the estimate duration will be for 30 months and supervision level will be full time on site (level 4)

A. TABLE 1: IDENTIFICATION OF WORK

S c o p e	Fees as per gazette number 44333	Discoun ted in %	Amount
Stage 1: Inception Establish client's requirements and preferences, refine user needs and options, establish the project brief including project objectives, priorities, constraints, assumption aspirations and strategies.			
Stage 2: Concept and Viability (also termed Preliminary design). Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.			
Stage 3: Design development (also termed Detail Design). Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.			
Stage 4: Documentation and Procurement. 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.			
Stage 5: Contract Administration and Inspection Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.			
Stage 6: Close-Out Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.			
Total	100		

TABLE 2: TIME RELATED COSTS ADDITIONAL SERVICE

Service	Task and responsibility	Time (hr)	Rate	Amount
		30		
		30		
		30		
		30		
		30		
	Total			

B. DISBURSEMENTS

NB: Disbursements in the form of printing and travelling costs shall be paid according to the latest disbursement rates as published

TABLE 3 - PRINTING, COPIES AND BINDING

	Pages	Rate	Amount
Typing & Printing A4	500		
Duplication A4 colour	500		
Duplication A4 black and white	500		
A1 Drawing Copies	50		
A0 Drawing Copies	50		
Total			

TABLE 4 – TRAVELLING EXPENSES (all projects will be in Nkomazi local Municipality)

*Distance to be calculated from Nkomazi Technical office to site.

Purpose	Number of meetings	Vehicle	Rate	Distance in Km's	Amount
Design meetings	8			300	
Site Hand-over meeting	1			300	
Progress Meetings	40			300	
Inspections	40			300	
Technical Meetings	80			300	
Practical Completion	2			300	
Works Completion	2			300	
Final Completion	2			300	
Total					

TABLE 5 : SUBSISTENCE & OTHER EXPENSES

Description and Individual responsible	Rate	Time (hr)	Total
Resident Engineer -Site Supervision - Supervision level 4 rate must include travelling and accommodation		3000	
Total			

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

SUMMARY OF SCHEDULE OF QUANTITIES			
Section	Description		Amount
A	Fee's amount		
	Table 1: Identification of work		
	Table 2: Time related costs		
B	Time related amount		
	Table 3 – Printing, Copies and Binding		
	Table 4 – Travelling Expenses		
	Table 5: Subsistence and other expenses		
Sub Total 1			R
Add: Geotechnical Engineer Add:			R 100 000.00
Land Surveyor			R 100 000.00
Add: Traffic Engineer			R 100 000.00
Add: Environmental Management Specialist Add:			R 150 000.00
Contingencies			R 100 000.00
Sub Total 2			R
Sub Total (1 + 2)			R
Add: 15% Value Added Tax			R
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			R

C2.2 B Engineering discipline (Reservoirs and water reticulation including bulk line)

Cost of Work (Estimate) : R 100 000 000.00 incl vat

Note the estimate duration will be for 36 months and supervision level will be full time on site (level 4)

A. TABLE 1: IDENTIFICATION OF WORK

S c o p e	Fees as per gazette number 44333	Discoun ted in %	Amount
Stage 1: Inception Establish client's requirements and preferences, refine user needs and options, establish the project brief including project objectives, priorities, constraints, assumption aspirations and strategies.			
Stage 2: Concept and Viability (also termed Preliminary design). Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.			
Stage 3: Design development (also termed Detail Design). Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.			
Stage 4: Documentation and Procurement. 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.			
Stage 5: Contract Administration and Inspection Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.			
Stage 6: Close-Out Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.			
Total	100		

TABLE 2: TIME RELATED COSTS ADDITIONAL SERVICE

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

Service	Task and responsibility	Time (hr)	Rate	Amount
		15		
		15		
		15		
		15		
		15		
	Total			

B. DISBURSEMENTS

NB: Disbursements in the form of printing and travelling costs shall be paid according to the latest disbursement rates as published

TABLE 3 - PRINTING, COPIES AND BINDING

	Pages	Rate	Amount
Typing & Printing A4	400		
Duplication A4 colour	400		
Duplication A4 black and white	400		
A1 Drawing Copies	40		
A0 Drawing Copies	40		
Total			

TABLE 4 – TRAVELLING EXPENSES (all projects will be in Nkomazi local Municipality)

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

*Distance to be calculated from Nkomazi Technical office to site.

Purpose	Number of meetings	Vehicle	Rate	Distance in Km's	Amount
Design meetings	8			300	
Site Hand-over meeting	1			300	
Progress Meetings	40			300	
Inspections	40			300	
Technical Meetings	80			300	
Practical Completion	2			300	
Works Completion	2			300	
Final Completion	2			300	
Total					

TABLE 5 : SUBSISTENCE & OTHER EXPENSES

Description and Individual responsible	Rate	Time (hr)	Total
Resident Engineer -Site Supervision - Supervision level 4 rate must include travelling and accommodation		2500	
Total			

SUMMARY OF SCHEDULE OF QUANTITIES

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

Section	Description	Amount
A	Fee's amount Table 1: Identification of work Table 2: Time related costs	
B	Time related amount Table 3 – Printing, Copies and Binding Table 4 – Travelling Expenses Table 5: Subsistence and other expenses	
Sub Total 1		R
Add: Geotechnical Engineer Add:		R 100 000.00
Land Surveyor		R 100 000.00
Add: Traffic Engineer		R 100 000.00
Add: Environmental Management Specialist Add:		R 150 000.00
Contingencies		R 100 000.00
Sub Total 2		R
Sub Total (1 + 2)		R
Add: 15% Value Added Tax		R
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE		R

C2.2 C Engineering discipline (Waste water, Construction of Toilets (waterborne and VIP) and bulk

line)

Cost of Work (Estimate) : R 30 000 000.00 incl vat

Note the estimate duration will be for 24 months and supervision level will be full time on site (level 4)

A. TABLE 1: IDENTIFICATION OF WORK

S c o p e	Fees as per gazette number 44333	Discoun ted in %	Amount
Stage 1: Inception Establish client's requirements and preferences, refine user needs and options, establish the project brief including project objectives, priorities, constraints, assumption aspirations and strategies.			
Stage 2: Concept and Viability (also termed Preliminary design). Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.			
Stage 3: Design development (also termed Detail Design). Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.			
Stage 4: Documentation and Procurement. 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.			
Stage 5: Contract Administration and Inspection Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.			
Stage 6: Close-Out Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.			
Total	100		

TABLE 2: TIME RELATED COSTS ADDITIONAL SERVICE

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

Service	Task and responsibility	Time (hr)	Rate	Amount
		20		
		20		
		20		
		20		
		20		
	Total			

B. DISBURSEMENTS

NB: Disbursements in the form of printing and travelling costs shall be paid according to the latest disbursement rates as published

TABLE 3 - PRINTING, COPIES AND BINDING

	Pages	Rate	Amount
Typing & Printing A4	400		
Duplication A4 colour	400		
Duplication A4 black and white	400		
A1 Drawing Copies	40		
A0 Drawing Copies	40		
Total			

TABLE 4 – TRAVELLING EXPENSES (all projects will be in Nkomazi local Municipality)

*Distance to be calculated from Nkomazi Technical office to site.

Purpose	Number of meetings	Vehicle	Rate	Distance in Km's	Amount
Design meetings	8			300	

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

Site Hand-over meeting	1			300	
Progress Meetings	36			300	
Inspections	36			300	
Technical Meetings	72			300	
Practical Completion	2			300	
Works Completion	2			300	
Final Completion	2			300	
Total					

TABLE 5 : SUBSISTENCE & OTHER EXPENSES

Description and Individual responsible	Rate	Time (hr)	Total
Resident Engineer -Site Supervision - Supervision level 4 rate must include travelling and accommodation		2000	
Total			

SUMMARY OF SCHEDULE OF QUANTITIES			
Section	Description		Amount
A	Fee's amount Table 1: Identification of work Table 2: Time related costs		

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

B	Time related amount Table 3 – Printing, Copies and Binding Table 4 – Travelling Expenses Table 5: Subsistence and other expenses		
Sub Total 1			R
Add: Geotechnical Engineer Add: Land Surveyor Add: Traffic Engineer Add: Environmental Management Specialist Add: Contingencies Sub Total 2 Sub Total (1 + 2)			
			R 100 000.00
			R 100 000.00
			R 100 000.00
			R 150 000.00
			R 100 000.00
			R
			R
Add: 15% Value Added Tax			R
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			R

C2.2 D Engineering discipline (Community halls and stadiums)

Cost of Work (Estimate) : R 30 000 000.00 incl vat

Note the estimate duration will be for 18 months and supervision level will be full time on site (level 4)

A. TABLE 1: IDENTIFICATION OF WORK

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

S c o p e	Fees as per gazette number 44333	Discoun ted in %	Amount
Stage 1: Inception Establish client's requirements and preferences, refine user needs and options, establish the project brief including project objectives, priorities, constraints, assumption aspirations and strategies.			
Stage 2: Concept and Viability (also termed Preliminary design). Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.			
Stage 3: Design development (also termed Detail Design). Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.			
Stage 4: Documentation and Procurement. 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.			
Stage 5: Contract Administration and Inspection Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.			
Stage 6: Close-Out Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.			
Total	100		

TABLE 2: TIME RELATED COSTS ADDITIONAL SERVICE

Service	Task and responsibility	Time (hr)	Rate	Amount
		20		
		20		

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

		20		
		20		
		20		
	Total			

B. DISBURSEMENTS

NB: Disbursements in the form of printing and travelling costs shall be paid according to the latest disbursement rates as published

TABLE 3 - PRINTING, COPIES AND BINDING

	Pages	Rate	Amount
Typing & Printing A4	400		
Duplication A4 colour	400		
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A1 Drawing Copies	40		
A0 Drawing Copies	40		
Total			

TABLE 4 – TRAVELLING EXPENSES (all projects will be in Nkomazi local Municipality)

*Distance to be calculated from Nkomazi Technical office to site.

Purpose	Number of meetings	Vehicle	Rate	Distance in Km's	Amount
Design meetings	8			300	
Site Hand-over meeting	1			300	
Progress Meetings	36			300	
Inspections	36			300	
Technical Meetings	72			300	

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

Practical Completion	2			300	
Works Completion	2			300	
Final Completion	2			300	
Total					

TABLE 5 : SUBSISTENCE & OTHER EXPENSES

Description and Individual responsible	Rate	Time (hr)	Total
Resident Engineer -Site Supervision - Supervision level 4 rate must include travelling and accommodation		2000	
Total			

SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description	Amount
A	Fee's amount Table 1: Identification of work Table 2: Time related costs	
B	Time related amount Table 3 – Printing, Copies and Binding Table 4 – Travelling Expenses	

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

	Table 5: Subsistence and other expenses		
Sub Total 1		R	
Add: Geotechnical Engineer Add: Land Surveyor Add: Traffic Engineer Add: Environmental Management Specialist Add: Contingencies Sub Total 2 Sub Total (1 + 2)			
			R 100 000.00
			R 100 000.00
			R 100 000.00
			R 150 000.00
			R 100 000.00
			R
			R
Add: 15% Value Added Tax			R
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			R

SUMMARY OF PROFESSIONAL FEES OFFERED:

REQUEST OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

Grand Total Table (C2.2 A,B,C,D) RIncl vat

Note: This price will be used for evaluation purpose only and rates, will be used then granted approval per project

NOTES THE BIDDER MAY WISH TO ADD (If nil please indicate)

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN
REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

Name of Bidding Entity:

Signature:

Date:

C3: SCOPE OF WORK

C 3.1 DESCRIPTION OF WORKS

C3.1.1 CLIENTS OBJECTIVES

Proposal for the provision of consulting engineering services is requested for the preparation of Technical reports and business plan for approval at risk, after approval a preliminary design report (PDR), detailed design drafting, specifications, contract documentation, supervision, monitoring and successful completion of projects for Nkomazi Local Municipality.

Note: The project will only be implemented when it has been approved, budgeted for in that financial year and no fees can be claimed if it's not approved. The contract will automatically expire if the project is not approved.

C3.1.2 OVERVIEW OF THE WORKS

Nkomazi Local Municipality has finalised its budget for 2018/2019 financial year and other outer years. The following project is budgeted for implementation in the financial year with the source of funding as follows: MIG, WSIG and other Funding sources.

C3.1.4 LOCATION OF THE WORKS

The project will be located within Nkomazi Local municipality boundaries in the Ehlanzeni District Municipality in the Mpumalanga Province. It is approximately 50km from Nelspruit. Nkomazi Local Municipality is area with compromises of three holiday towns and villages.

C3.1.3 EXTENT OF THE WORKS

The work comprises mainly of the following:

1. The preliminary and detailed design of the project as above
2. The compiling of subsequent contract documentation including specification according to Nkomazi Local Municipality Guidelines or requirements.
3. Acting as OH&S Agent for Nkomazi Local Municipality on the project.
4. Provide construction supervision and monitoring of the project.
5. The successful completion and finalising of project.
6. Submission of a Completion report.
7. Reporting on project as required by Nkomazi Local Municipality

C3.2 ENGINEERING

C3.2.1 COST ESTIMATE AND PROJECT PHASING

The Nkomazi Municipality has approved its budget for the next five years.

PROJECT SCOPE

The project entails the preparation of technical reports and business plans for approval, preliminary design report (PDR), detailed design drafting, specifications, contract documentation, supervision, monitoring and successful completion of projects for Nkomazi Local Municipality

DESIGN CRITERIA

The construction of the road will be implemented in accordance with SANS 1200 Standard Specification for Civil Engineering Construction.

RE-ADVERT: REQUEST OF PROFESSIONAL ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS, AS AND WHEN
REQUIRED ON A THREE-YEAR TERM CONTRACT (3 YEARS)) FOR NKOMAZI LOCAL MUNICIPALITY

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
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NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)