



MOPANI DISTRICT MUNICIPALITY

TERMS OF REFERENCE

BID NO: MDM2023/24-023

**Panel of Engineering Consultants for Water and
Sanitation Infrastructure for a period of 36 Months**

TENDERER:

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CLOSING DATE: 04 July 2024

CLOSING TIME: 12H00

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PART A

MOPANI DISTRICT MUNICIPALITY



REQUEST FOR PROPOSAL

Tender Notice

Mopani District Municipality hereby invites proposals for conducting feasibility studies, designs and construction monitoring, from capable engineering professional service providers. The successful tenders shall be included in the Municipal Panel of Consultants for a period of three (3) years.

Terms of reference are obtainable upon payment of a Non-Refundable fee of **R 500.00** to Mopani District Municipality FNB bank account no 62854372093 per document. Proof of payment should be produced upon collection. No Cash will be accepted at the office. Terms of reference will be available from Mopani District Municipality, Office no 42, Government Building, Main Road, Giyani from **04 June 2024 @ 12h00**.

Proposals sealed in an envelope clearly marked as follows hereunder, should be placed in the tender box at Mopani District Municipality, Office No.42, Government Buildings, main Road, Giyani no later than **the 04 July 2024 at 12H00**.

BID Number	PROJECT DESCRIPTION
MDM2023/24-023	Panel of Consultants for Water and Sanitation Infrastructure

Mailed, telegraphic, faxed or late tenders will not be accepted. Mopani District Municipality does not bind itself to accept the lowest or any bid (proposal) and reserves the right to accept a tender as a whole or in part.

NO BRIEFING SESSION WOULD BE REQUIRED.

Enquiries relating to bid documents should be directed to Mopani District Municipality Supply Chain Management Office at 015 811 6300

MOGANO TJ
MUNICIPAL MANAGER

PART B - STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **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
- c) **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
- d) **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.2 Tenderer's obligations

F.2.1 Eligibility

Submit a Tender offer only if the Tenderer complies with 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.2.2 Cost of Tendering

Accept that 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 satisfy 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.

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 **compulsory 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.

F2.10.2 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 to 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 Submit alternative Tender offers only if a main Tender offer, strictly in accordance with all the requirements of the Tender documents, is also submitted. The alternative Tender offer is to be submitted with the main Tender offer together with a schedule that compares the requirements of the Tender documents with the alternative requirements the Tenderer proposes.

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

F.2.13.1 Submit a Tender offer 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 in black 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 shall 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.2.14 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 **04 July 2024 at 12:00** as stated in the Tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender data.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender data for an agreed additional period.

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 total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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), referencing 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 as stated in the Tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

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 of the Tender Notice until seven 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, will then notify it to 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 opening 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, the total of his prices, preferences claimed and time for completion, if any, 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 above 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

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

Determine, on opening and before detailed evaluation, whether each Tender offer properly received:

- a) meets 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.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- 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

- Check responsive Tender offers for arithmetical errors, correcting them in the following manner: Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- 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 a bill of quantities applies) to achieve the Tendered total of the prices.

The Tenderer will be asked to revise selected item prices (and their rates if bills of quantities applies) to achieve the Tendered total of the prices.

Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a Tender offer

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

F.3.11 Evaluation of Tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favorable to the least favorable comparative offer. Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 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.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) 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.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) 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.

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

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive Bid offers using the following formula:

N_{FO} = $W_1 \times A$ where:
 N_{FO} = the number of Bid evaluation points awarded for the financial offer.
 W_1 = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.
 A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favorable Bid offer.
 P = the comparative offer of Bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

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

F.3.13.1 Accept Tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain

any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

F.3.15. Prepare contract documents

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,
- c) other revisions agreed between the employer and the successful Tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Tender require the Tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 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.

PART C - Tender Data

The conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of Tender are:

Clause number	Tender Data
F.1.1	The employer is Mopani District Municipality.
F.1.2	The Tender document consists of the following: • This document in its entirety (one document)
F.1.4	The employer's agent is: Mopani District Municipality Government Buildings, Main Road Private Bag X9687 Giyani 0826 Tel: +27 15 811 6300 Fax: +27 15 812 4301
F.1.5	The Employer's right to accept or reject any tender off. The employer is not obliged to accept the lowest or any tender offer.

F.2.1	Only those Tenderers who complies with the following are eligible to submit Tenders. - Registered entities with engineering consulting experience and qualified personnel in their employ. The Tenderer must submit the tender with the following in order to qualify to be evaluated in the functionality and specific goals: - Tax Clearance Certificate and PIN issued by the South African Revenue Services - Certified copy of entity registration with Company and Intellectual Properties Commission (CIPIC) - Certified identity document (IDs) for entity owner(s) - Statement for Municipal Rates and Taxes for the company and ALL company directors (Statement bill should not be in arrears of more than 90 days – If the arrears of a company or any of the directors are in arrears for more than 90 days, the tenderer shall be disqualified) (Tribal Authority letter should be attached if company or director is based in traditional land, where there is no billing). - Authority to signatory - Alterations signed, document completed in full and initial every page - Document submitted in original format (Not dismantled) - Proof of confirmation for Professional Indemnity Insurance - Workmen's compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No.130 of 1993. - All certified copies must not be older than 3 months (Certification older than three (3) months will be considered as noncompliance) - Updated CSD Report (printed between the advert and tender closing dates) (CSD printed outside the tender dates will be considered non-compliance) - Three (3) year financial statement (2021,2022,2023)
F.2.7	No Tender Briefing will be conducted for this tender
F.2.12	No alternative Tender offers will be considered
F.2.13.3	Parts of each Tender offer communicated on paper shall be submitted as original only.
F.2.13.5 F2.15.1	The employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: Mopani District Municipality, Tender Box (at reception), Government Building, Main Road, Giyani
F.2.13	A one-envelope procedure will be followed.

F.2.15	The closing time for submission of Tender offers is as follows: Proposals sealed in an envelope clearly marked as follows hereunder, should be placed in the tender box at Mopani District Municipality, Office No.42, Government Buildings, main Road, Giyani no later than the 04 July 2024 at 12H00.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.
F.2.16	The Tender offer validity period is 90 days
F.2.18	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	The Tenderer must submit the tender with the following in order to qualify to be evaluated in the functionality and specific goals: • Tax Clearance Certificate and PIN issued by the South African Revenue Services • Certified copy of entity registration with Company and Intellectual Properties Commission (CIPIC) • Certified identity document (IDs) for entity owner(s) 1.1. Statement for Municipal Rates and Taxes (Only statements from municipality will be accepted and not statements from body corporates in estates) for the company and ALL company directors (Statement bill should not be in arrears of more than 90 days – If the arrears of a company or any of the directors are in arrears for more than 90 days, the tenderer shall be disqualified) (Tribal Authority letter should be attached if company or director is based in traditional land, where there is no billing). where the business/director operates/resides in a leased property, please attach a lease agreement/ in the event that the director does not own or rent any property and resides with family or friends or operate the business at home/friends place etc., director to provide affidavit from SAPS confirming the property and municipal rates and taxes of the owner of the property for verification). • Authority to signatory • Document submitted in original format (Not dismantled) • Copy of valid Professional Indemnity Insurance • Workmen's compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No.130 of 1993. • Updated CSD Report (printed between the advert and tender closing dates) • Three (3) year financial statement (2021,2022,2023) All certified copies (Originally certified) must not be older than 3 months (Certification older than three (3) months will be considered as noncompliance)
F.3.4	Tenders will be opened immediately after the closing time for Tenders at Municipal Offices, Mopani District Municipality Offices.

The following Criteria will be used for evaluation of Tenders:

CRITERION	POINTS
FUNCTIONALITY	80
SPECIFIC GOALS	20

Bidders who comply with administrative/eligibility requirements will qualify for further evaluation on functionality and specific goals.

Only Tenders who achieve a total of **70 points** or more will be included in the Pool of Consultants.

The municipality may perform risk assessment of any tenderer before placing in the panel.

ITEM No.	DESCRIPTION	POINT DISTRIBUTION	MAX. POINTS
1.	Company Experience Previous experience of Civil and Structural Engineering Projects, Attach Appointment letters and duly signed reference letters or completion certificates. For active projects, attach Appointment letters and confirmation letter from the client.	1 projects = 05 points 2- 5 projects = 10 points 6 projects and more = 20 points	20
2.	Key Staff Qualifications		
	2.1 PROJECT ENGINEER (Professional Registered with ECSA as Pr Technologist or Pr Engineer) 2.2 EPWP Champion (With NQF Level 7: Develop and Promote Labor Intensive Construction Strategies) Originally certified copies of qualifications, ID copy along with Detailed CV of personnel to be attached. Certificates or ID copy not certified or attached will score ZERO point. Note: Project organogram should be attached. Duplication of qualifications/personnel with other bidders will result on tender disqualification. CVs of all proposed team must be accompanied by signed consent letter from incumbent and certified by commission of Oath	Engineer with 3 to 5 years' experience = 5 Engineer with 5 to 10 years' experience = 10 Engineer with over 10 years' experience = 20 With 1-5 years' experience = 05 With 5 years' experience and more = 10	30
3.	Quality Assurance		
	Registration with ISO 9001: Quality Management Systems (certified copy)	Attach certified copy of registration certificate – 20	20
4.	Registration with professional consulting body	Attach certified copy registration certificate - 10	10

F3.13.1			
	Specific goals	Means of verification	Number of points
	Owned by black person (Wholly owned)	Identity document	4
	Owned by black person that are woman (Wholly owned)	Identity document	4
	Owned by black person that are youth (Wholly owned)	Identity document	4
	Owned by black people with disabilities	Medical report indicating disability	4
	Owned by black people living in rural areas (all director(s))	Letter from traditional authority	4
	Tender offers will only be accepted if:		
	a) the Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;		
	b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;		
	c) 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;		

- d) the Tenderer has not:
- i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the Tender process.
- f) the Tenderer does not have arrears on municipal rates and levies exceeding 3 months.
- g) the tender offer is signed by a person authorized to sign on behalf of the Tenderer
- h) Tenderers declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 as well as the tenderer's health and safety plan, is included with his tender submission.
- i) a tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender
- j) the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
- a) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
 - b) having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
 - c) having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the tenderers favour
 - d) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party
 - e) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender:
 - f) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and

	acceptance and declare the Contract invalid should it have been concluded already
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

PART D - LIST OF RETURNABLES SCHEDULES/DOCUMENTS

The Tenderer must complete the following returnable documents:	<i>Tick if submitted</i>
1 Returnable Schedules required only for Tender evaluation purposes	
• Record of Addendum to Tender Document	
• Certificate for Authority for Signatory	
• Proposed Key Personnel	
• Financial References	
• Amendments and qualifications by Tenderer	
• Schedule of Proposed sub-consultants	
• Schedule of Tenderer's Experience	
• Proposed amendments and qualifications	
• Preference Points claim form in terms of the preferential procurement regulations 2022	
• Compulsory Enterprise Questionnaire	
• Tax Clearance/Proof of CSD Registration	
• Declaration of interest	
• Declaration of Bidder's past supply chain management practices	
• Certificate of independent bid determination-MBD 9	
• Municipal statement on Tenderer's rates and taxes for both company & director	
• Certified Company registration and Certified ID Documents of Members	
• Copy of Professional Indemnity Insurance	
2 Other documents required only for Tender evaluation purposes	
• Certificate of Company Registration with the Consulting Engineers professional body	
• Valid Tax Clearance Certificate or Pin issued by the South African Revenue Services.	
• Company profile	
• Last 3 years audited financial statements (2021,2022,2023)	
• Certified CV and qualification of key personnel	
• Qualification of the NQF qualified person and CV: Develop and Promote Labour Intensive Construction Strategies	
• Documentation if tender exceeds R10M (compulsory if applicable)	
○ If the bidder is required by law to prepare AFS (Annual Financial Statements) for auditing, the AFS for the past three years or since the establishment if established during the past three years.	
• Municipal Rates of the company and directors not in arrears for more than 90 days	
• Letter of Good Standing (COIDA)	
• A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days	
• Required to Declare Interest	
• Certificate of Independent Bid Determination	

• Declaration of Bidder's Past Supply Chain Management Practices. • Certified copy of BBBEE Certificate. N.B All MBD forms must be included in the tender document.	
--	-------------------------------

Record of Addenda to Tender documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on *(date)*.....

Mr./Mrs.

has been duly authorized to sign all documents in connection with the Tender for Contract No

..... and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)
.....
.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS CAPACITY AS :

DATE :

FULL NAMES OF SIGNATORY :

AS WITNESSES 1:

2:

Company Stamp

FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

DETAILS OF COMPANY'S BANK

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	()
Fax number	()
Account number	

TENDERER'S TAX DETAILS

Tenderer's VAT vendor registration number:

Tenderer's SARS tax reference number:

Signed		Date	
Name		Position	
Tenderer			

AMENDMENTS AND QUALIFICATIONS BY TENDERER

See condition of tender

PAGE	DESCRIPTION

Signed		Date	
Name		Position	
Tenderer			

Schedule of Proposed Sub-consultants

We notify you that it is our intention to employ the following Subcontractors 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 Subcontractors 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 Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
Signed		Date	
Name		Position	
Tenderer			

Schedule of the Tenderer's Experience

The following statement of <u>similar work</u> successfully executed by myself/ourselves:			
Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT(Rand)	Date completed
Signed		Date	
Name		Position	
Tenderer			

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2.1. POINTS AWARDED FOR PRICE

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

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Owned by black person	2	4		
Owned by black person that are woman	2	4		
Owned by black person that are youth	2	4		
Owned by black people with disabilities	2	4		
Owned by black people living in rural areas	2	4		

Preference points for specific goals	Means of verification
Owned by black person	Identity document
Owned by black person that are woman	Identity document
Owned by black person that are youth	Identity document
Owned by black people with disabilities	Medical report indicating disability
Owned by black people living in rural areas	Letter from traditional authority

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department,

national or provincial public entity or constitutional institution

within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

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

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
YES / NO

3.8.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

YES* / NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

YES* / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?

YES* / NO

3.1 If yes, furnish particulars

.....

.....

* Delete if not applicable

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES /NO

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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 ☐
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

Js367bW

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.

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

PART E. DESCRIPTION OF WORKS/SPECIFICATIONS

1. PURPOSE

Mopani District Municipality has set its focus on addressing the needs of, particularly, the rural poor, in order to graduate them from the disadvantaged era. In line with the district Integrated Development Plan which is a five-year developmental plan developed to guide socio-economic development in the district, Mopani District has identified its key priority issues, objectives, strategies, programmes and projects to respond to institutional and socio-economic challenges facing the district and its communities.

The Mopani District Municipality invites suitably qualified professional consultants in Civil Engineering wishing to be on Mopani District Municipality database / panel of PSP's for undertaking of infrastructure related works within the Municipality, to submit proposals for expression of interest. The Database / panel will be valid for 36 months and will be subject to budget and project availability

2. SCOPE OF WORKS

The appointed service provider will need to complete the following tasks:

The Consulting Engineering company is required to be registered with an appropriate professional body and have in its employ engineers also registered with Engineering Council of South Africa (ECSA) and to have the relevant qualifications, skills, experience and capacity to deliver the scope of work within the required timeframe.

The company shall perform the following professional engineering services as the per Engineering Council of South African (ECSA) Guideline for services and process of estimating fees for person(s) registered in terms of the Engineering Professions Act 2000, Act No 46 of 2000.

- Stage 1 – Inception
- Stage 2 – Concept & Viability (often called Preliminary Design)
- Stage 3 – Design Development (also termed Detailed Design)
- Stage 4 – Documentation & Procurement
- Stage 5 – Contract Administration and Inspection
- Stage 6 – Close out

The projects output is not limited to the following; however, these are the outputs that will be closely monitored and measured to determine the consultant`s performance.

- Consultation with the client or client`s authorized representative
- Inspection of the site of the project
- Preliminary investigation, route location, planning and a level of design appropriate to allow project decisions to be made, where any of these are required for the determination of feasibility.
- Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder`s groups.
- Advice to the client as to regulatory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client`s expense.
- Searching for, obtaining, investigation and collation of available data, drawings and plans relating to the works.

- Investigation of financial and economic implications relating to the proposals and feasibility studies.
- Identification of actual beneficiaries of projects, i.e. Total number of households directly benefiting from the project.
- Effectively determine and list number of SMMEs to benefit from the project and amount thereof.
- Effectively determine the number of jobs or person days the project will bring to the community and ensures that it is implemented by the contractor.

Remuneration

The remuneration or method of determining the remuneration to be paid to the Consulting Engineer for providing the Services required and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the method of determining of remuneration, the latest published Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as applicable at the time of signature of Service Level Agreement.

Allocation of Works

The municipality shall utilize either of the following allocation methods at its discretion:

- Completed works on risk basis (Continuing on already engaged projects)

Where there has been works completed on risk basis (feasibility reports and technical reports) and the municipality utilized same to secure funding on various grants. The municipality may prioritize allocation to the consulting engineering company which completed the planning to manage risks.

- Quotation basis for pricing (New projects)

With this criterion an RFP (Request for Price or proposal) shall be sent to selected number or all service providers in the panel. Appointments shall be done based on the prices or proposals after all necessary evaluations and risk management processes.

- Rotation or next on-line (New projects)

On this criteria service providers are listed in the panel and used on rotational basis from the first listed to the last.

NB: Appointments/Allocation for projects will be as and when required and will be dependent on project and budget availability.