

UMZIMVUBU LOCAL MUNICIPALITY



PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS

BID NUMBER: UMZ/2024-25/INFRA/PMU/001

TENDERER :

CLOSING DATE : 04 March 2025

CLOSING TIME : 12H00

ISSUED BY EMPLOYER

ISSUED BY:

UMZIMVUBU LOCAL MUNICIPALITY

DABULA STREET

MOUNT FRERE

5090

Tel: 039 255 8500

Fax: 039 255 0165

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMZIMVUBU LOCAL MUNICIPALITY)					
BID NUMBER:	UMZ/2024-25/INFRA/PMU/001	CLOSING DATE:	04 March 2025	CLOSING TIME:	12:00
DESCRIPTION	PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS				
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)

DABULA STREET				
SOPHIA				
KWABHACA (MOUNT FRERE)				
5090				
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:

BID: PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS

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:	
DEPARTMENT	FINANCE (SCM)	CONTACT PERSON	PHIWE GAMEDALA
CONTACT PERSON	XOLISA BLAWENI	TELEPHONE NUMBER	(039) 855 8555
TELEPHONE NUMBER	(039) 855 8554	FACSIMILE NUMBER	(039) 254 0033
FACSIMILE NUMBER	(039) 254 0033	E-MAIL ADDRESS	Gamedala.phiwe@umzimvubu.gov.za
E-MAIL ADDRESS	blaweni.xolisa@umzimvubu.gov.za		

**PART B MBD 1
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-SERVICE PROVIDERS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 1

INVITATION AND NOTICE FOR PROFESSIONAL CIVIL ENGINEERING SERVICES IN THE PANEL OF CONSULTANTS FOR A PERIOD OF TWO YEARS

BID: PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS

67 Church Street, Mt Ayliff, 4735
 Tel: +27 (0)39 254 6000
 Fax: +27 (0) 39 255 0167
 Web : www.umzimvubu.gov.za



813 Main Street , Mount Frere
 P/ Bag 9020, M t Frere , 5090
 Tel: +27 (0)39 255 8500 /166
 Fax: +27 (0) 39 255 0167

ADVERT DATE: 31 January 2025

Bidders are hereby invited to submit their tenders for the following project:

Project Name	Contract Number	CIDB GRADING	Briefing Date, Time and venue	Co-ordinates	Closing date
Panel of Professional Civil Engineering Services Consultants for a Period of Two Years	UMZ/2024-25/INFRA/PMU/001	N/A	NO BRIEFING	Municipal offices 30°54'31.05"S 28°58'52.61"E	04 March 2025 KWABHACA Municipal Offices @ 12H00pm

MANDATORY DOCUMENTS TO BE SUBMITTED FAILURE TO DO SO WILL LEAD TO BIDS BEING DEEMED TO BE NON-RESPONSIVE.

Umzimvubu Local Municipality Supply Chain Management policy will apply. A confirmation from SARS with a verification pin, Copy of company Registration/Founding Statement/CIPC Document. The bid will be evaluated on 80/20 where 20 points will be allocated to **specific goal** 5 points for companies with 50% and above owned by youth, 5 points for 50% and above Female ownership 5 points for 100% Black ownership and 5 points for people living with disability. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Originally certified ID Copies of Managing Directors/ Owners. Compulsory Properly filled MBD forms 4,6.1, 8 and 9 and Billing Clearance, certificate or Statement of Municipal Accounts or affidavit or lease agreement or confirmation letter with declaration that a company does not owe municipal services for more than 90 days. Bid documents will be available **ON E-TENDER PORTAL FOR FREE TO BE DOWNLOADED, N.B DOCUMENTS WILL NOT BE PRINTED AND SOLD** as from date of advert for each project. No couriered, faxed, e-mailed and late tenders will be accepted. Certification of documents must be within a period of 90 days. Bidders must be registered on CSD and provide confirmation of registration. **THERE WILL NO COMPULSORY BRIEFING SESSION AND SITE VISITS.** Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant of appointment. All tenders must be deposited in the tender box situated at New Umzimvubu Local Municipality Offices at Dabula Street Sophia, KwaBhaca, Eastern Cape, 5090 Coordinates (30°54'30.08"S, 28°58'53.15"E) not later than 12h00 noon as per table above, where they will be opened in public. All tenders must be clearly marked "Name of the project indicated above. **The municipality will not make any award to a person or persons working for the state.**

Panel of Professional Civil Engineering Services Consultants for a Period of Two Years bids will be subjected to a pre-qualification and will be required to achieve a minimum of 70 points for functionality to be evaluated further.

For: Professional Civil Engineering Services In The Panel Of Consultants For A Period Of Two Years

CRITERIA	MAXIMUM POINTS TO BE SCORED
Company Experience:	40
Capacity	40
Approach And Methodology	20

All technical enquiries may be directed to the Mr P Gamedala PMU Manager @ 039 255 8568/ 0834619206 email: gamedala.phuwe@umzimvubu.gov.za and SCM enquiries may be directed to Mr. X Blaweni 039 255 8555 email: blaweni.xolisa@umzimvubu.gov.za

**GPT NOTA
MUNICIPAL MANAGER**

SECTION 2

INDICATIVE SCOPE OF WORKS/TERMS OF REFERENCE

TERMS OF REFERENCE/INDICATIVE SCOPE OF WORK

1. PROJECT BRIEF

- 1.1. Umzimvubu Local Municipality (ULM) hereby invites suitably qualified and experienced professional services providers (PSP) to form part of the panel of accredited professional service providers the ULM is establishing.
- 1.2. This invitation is directed at and the envisaged panel to consist of (PSP's) for rendering civil engineering services ULM is therefore calling for the expression of interest from Professional Service Providers who can be registered into the ULM Panel for a period of 24 months.

2. BACKGROUND

- 2.1. The objectives of this Invitation is to establish a panel of accredited professional service providers desirous of being considered in relation to any procurement processes to be followed by the ULM relative to any services which may be required by the ULM in the field/s of expertise of such accredited professional service providers.
- 2.2. The panel will be established for a period of two years (24 Months) and the required services will be sought from the panel subject to the Supply Chain Management Policy of ULM.

3. PURPOSE OF THE DOCUMENT

ULM is in the process of establishing the Panel of Professional Civil Engineering Services Consultants which will be convened for a period of 24 months for achieving to mention few the following objectives:

- Conducting feasibility studies, pre-planning, detailed planning, formulation of Business Plans, Market Research;
- Development of infrastructural designs, specification, technical documentation, etc;
- Conducting environmental and land surveying services, Health and Safety Services, Projects Management services, etc;
- Assist ULM with activities related to planning, implementation, monitoring and evaluation;
- Improve budget management and spending, project and programme implementation;
- Engineering services such as, Structural engineering, Geotechnical Engineering, Traffic Engineering, Transport Engineering, Environmental Engineering, Urban Engineering, etc.

- Any other works befitting of the engineering such building works

4. SPECIFICATION AND REQUIREMENTS

ULM has the following requirements in order to address the above objectives of this tender:

- 4.1. A Professional Service Provider will only be selected for civil engineering services;
- 4.2. No Joint Venture (JV) and agreements are allowed for this tender;
- 4.3. Each Bidder must submit proof of its registration with the relevant professional body for civil engineering. Failure to do so will render the application **non-responsive**. Professional Service Providers should possess professional certification e.g. ECSA.
- 4.4. Each Bidder shall complete and submit all Annexure (s)
- 4.5. Will be able to deliver on their obligation in respect of professional service provider by ULM as per the scope that will be determined;
- 4.6. Will have the necessary capacity, skills and experience to perform quality work, partner or director should at least have an NQF level 7 qualification and be certified professional by an association certified by council.
- 4.7. Knowledge and expertise in discipline mention under annexure A. The professional must possess skills that are required to execute his/her obligation exceptionally.
- 4.8. The bidder must provide details of the professional team including years of experience, assignment in which the member will be involved, for each Curriculum Vitae attached.
- 4.9. The successful bidder placed in the panel/database shall ensure that the personnel presented to ULM is in line with the proposal submitted, and the team member who exit the employment is substituted by a personnel with similar experience, registration and qualification. Must serve a 30 day notice for any replacement.
- 4.10. Each Bidder should submit proof that it is registered on the National Treasury Central Supplier Database.
- 4.11. Each Bidder should submit a SARS Tax Clearance Certificate issued in respect of Good Standing.
- 4.12. Certified ID copies of owners/Directors/ Key decision Makers;
- 4.13. The following information must be provided:
 - i. Managerial and Staffing composition.
 - ii. Company profile which includes company registration documents
- 4.14. Provide certified copy as proof of registration with South African Professions Council or acknowledge bodies;
- 4.15. Panel members will be appointed for a period of Two (2) Years (twenty four (24) months);
- 4.16. Professional service providers registered on ULM panel will be required to sign a Service

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Level Agreement (SLA) as when allocated a specific project.

- 4.17. Applications to be signed by an agent or consortium/joint venture member must be accompanied by a duly authorized power of attorney/resolution and those signed on behalf of a Company, Close Corporation or Trust, must be accompanied by a certified extract of the Company's, Close Corporation's or Trust's minutes in terms of which such signature is authorized.
- 4.18. ULM requires a panel of experienced PSP's hence the selection criteria will favor those who will submit copies of relevant projects completion certificates or stamped reference letters;
- 4.19. Professional Service Providers should submit a Professional Indemnity Insurance cover.
- 4.20. Details of technical professional services provided by the Bidder to any organ of state in the last five (5) years.
- 4.21. A detailed company profile, curriculum vitae(s) of all professional(s) of the Bidder, including full details of qualifications, relevant experience in a technical field(s) and traceable project references, with project values.

5. TERMS AND CONDITIONS OF APPOINTMENT, COMMENCEMENT AND DURATION

- 5.1. The ULM reserves the right not to make any appointment from the bidders.
- 5.2. Panel of professional Civil Engineering services consultants is limited to 4 successful bidders.
- 5.3. ULM reserves the right to cancel this bid and pursue an alternative course of action at any time without incurring any liability towards any bidder.
- 5.4. Bidders are advised that their submissions will not automatically give rise to any contractual obligations on the part of ULM.
- 5.5. Bids submitted by electronic transmission or faxed will not be accepted.
- 5.6. Late and incomplete applications will not be accepted.
- 5.7. Receipt by the ULM of the Bidder's response shall not in any manner whatsoever oblige the ULM to enter into any negotiations or to enter into any contract with the Bidder.
- 5.8. A Central Supplier Database registration report must be submitted or alternatively produce CSD number.
- 5.9. Service providers' Tax obligations must be in good standing and a valid Tax Clearance Certificate, issued by the South African Revenue Services or another proof document SARS which will be verified by ULM may be submitted. Only bidders whose tax matters are in good standing will be considered.
- 5.10. Applications must be submitted with the proof of address in the form of letter of good standing or latest statement of account for rates/ taxes and services issued by the relevant municipality. Municipal account not later than 90 days or municipal clearance

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certificate or lease agreement and sworn affidavit or proof of address and affidavit from village residents only.

- 5.11. Bidders received after the specified Closing time and date, will not be considered and accepted.
- 5.12. No services shall be rendered before an official ULM letter of appointment has been offered.
- 5.13. The ULM may request written clarification or further information regarding any aspect of documents submitted. Service providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their applications may be disqualified.
- 5.14. Any Bidder:
 - a. having a conflict of interest in respect of the transaction for which the response is submitted or in the Service of the State; and/or
 - b. having been convicted for fraud or corruption within a five year period prior to the submission of its response; and/or
 - c. who has willfully neglected, reneged on or has failed to comply with a government or local government contract within a five year period of the submission of its response; and/or
 - d. has outstanding tax obligations to the South African Revenue Services in respect of which arrangements have not been made; and/or
 - e. is in arrear in respect of charges payable to the ULM in terms of Section 118 of the Municipal Systems Act and has failed to make suitable arrangements to settle such arrears;
- 5.15. Any costs and/or expenses incurred by any Bidder in submitting its response shall be for the exclusive account of the Bidder and that ULM shall not be liable in this respect whatsoever.
- 5.16. The bidder acknowledges and agrees that it shall have no claim or claims whatsoever against the ULM and/or the ULM, including claims for damages whether direct, indirect or consequential, arising from and/or pursuant to and/or in relation to the submission by the Bidder of its response pursuant to the bidder having been invited to submit same in terms of this documentation.
- 5.17. The ULM shall be entitled to list a Bidder as an accredited professional service provider in respect of the discipline/s applied for and to maintain such listing for as long as the Bidder complies with the pre-qualification criteria herein contained.
- 5.18. The Bidder acknowledges that this invitation for it to submit a response to ULM as

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constituted by this document, does not confer on the Bidder any legal right or entitlement or legitimate expectation in relation to the ULM and the Bidder

acknowledges that this invitation similarly does not impose or create any obligation on the ULM to be discharged in favour of the Bidder.

- 5.19. ULM, notwithstanding this invitation and the appointment of any Bidders to any of the panels, reserves the right to follow a separate and complete competitive bidding process in respect of the procurement of any goods or services, notwithstanding that such goods and/or services may be supplied or available from Bidders appointed to any panel.
- 5.20. Bidders should note that inclusion into this panel list in no way guarantees the award of work by the ULM.
- **N.B: Completion of the returnable relevant MBD forms is mandatory and failure to do so will render the bid application invalid. These forms must be completed in full on the original and must be signed.**

6. EXPRESSION OF INTEREST AND PROJECT ALLOCATION

- 6.1. Bidders are required to bid to be in the ULM Panel of Professional Civil Engineering Services Consultants by submitting their bid in terms of their expertise in line with their disciplines under annexure A.
- 6.2. Once the panel has been approved, only those successful bidders will be approached by obtaining quotations at the time when services are required. Where rates are not defined government gazette tariff shall be used.
- 6.3. ULM has a right to limit and; or revise the work allocated to each PSP from time to time based on the demand and priorities by ULM at that time.

7. SELECTION EVALUATION CRITERIA

- 7.1. Bids will only be evaluated on the following criteria and bids that score less than **70 out of 100 points** will be considered as not responsive: Only those bidders that pass the minimum threshold of 70 points may be considered appointed to the panel/database of service providers for a period of Two years (24 months).
- 7.2. Upon registration of bids that meet the functionality minimum threshold, service providers on the panel will be invited to quote as when required, at which point Specific goals and price points will be evaluated. All valid bid applications received shall be evaluated based on the following evaluation criteria and weight:

7.2.1 Functionality pre-evaluation criteria:

Criteria	Weight	Maximum Possible Points	Bidders Score
1. EXPERIENCE	40		
Traceable projects executed, 2 surfaced roads as professional service providers – Attach Appointment Letters with/Reference Letters	3 points per project	6	
Traceable projects executed, 2 gravel access roads (as professional service providers) – Attach Appointment Letters with/Reference Letters	2 points per project	4	
Traceable projects executed, 2 sports field (as professional service providers) – Attach Appointment Letters with/Reference Letters	5 points per project	10	
Traceable projects executed, 2 structural bridges- cast in situ (as professional service providers – Attach Appointment Letters with/Reference Letters	5 points per project	10	
Traceable projects executed, 2 block paving access roads (as professional service providers – Attach Appointment Letters with/Reference Letters	5 points per project	10	
2. CAPACITY	40		
Team leader with minimum of B-Tech/ BSc in Civil Engineering with experience of 10 or more years in field. Team Leader to be professionally registered with ECSA as Pr. Eng / Pr.Tech.Eng / Pr.Techn Eng. with Professional Indemnity of not less than R10 million ATTACH CV, QUALIFICATIONS AND REGISTRATION CERTIFICATIONS	25	25	
Project Manager with minimum of B-Tech in civil Engineering with experience of 5 or more years in field. Project Manager to be professionally registered with ECSA (Pr. Eng /Pr. Tech Eng / Pr Techni Eng) and should have minimum of NQF Level 5 in LIC (Labour Intensive Construction). ATTACH CV, QUALIFICATIONS AND REGISTRATION CERTIFICATES.	10	10	
Resident Engineer with minimum of N.Diploma in civil Engineering with experience of 5 or more years in field. Project Manager to be professionally registered or candidate with ECSA (Pr. Eng /Pr. Tech Eng / Pr Techni Eng) and should have minimum of NQF Level 5 in LIC (Labour Intensive Construction). ATTACH CV, QUALIFICATIONS AND REGISTRATION CERTIFICATES.	5	5	
3. APPROACH AND METHODOLOGY	20		
Detailed approach on executing the various projects (roads, storm water, building structures, bridges)	6	6	
ISO 900001 Registration for the company	6	6	
Proof of design software licencing	4	4	
Company approach towards supporting the municipal engineers with professional registrations (ECSA, SACPCMP, e.t.c.)	4	4	
TOTAL	100		

Mandatory Returnable's:

THE FOLLOWING ITEMS MUST BE INCLUDED IN THE EO/BID SUBMISSION. Failure to include these items will result in the tender being rejected.

Location	Item	Yes / No
PART A	Invite to Bid must be completed (MBD 1)	
Annexure B	Proof of Central Supplier Database Registration is submitted	
Annexure C	Proof of company registration and Certified ID Documents provided	
Annexure D	Valid Tax clearance certificate or proof that Tax matters are in good standing provided	
Annexure E	Declaration of interest signed	
Annexure F	Preference Points Claim Forms completed and signed	
Annexure G	Declaration of past SCM practices completed	
Annexure H	Certificate of independent bid determination	
Annexure O	Affidavit	
Annexure Q	Professional Registration certificate of a director(s)	

Special conditions:

1. On appointment each successful bidder must provide a professional indemnity insurance cover.
2. Directors must be the ones who are professionally registered in their firms.

8. PANEL UTILISATION GUIDELINES

- 8.1 The panel will consist of four (4) or less civil engineering consulting firms, however subconsultants will be required for specialised work area such as but not limited to (*structural engineer, OHS Services, Environmental Services, geotechnical services, survey services, Mechanical services, Electrical services, architectural services and social facilitation services*) who have achieved the minimum evaluation threshold as advise above.
- 8.2 The selection of service providers from the panel for services will be executed on the RFQ bases guided by the SCM processes.
- 8.3 The contracting of service for specific work assignemnt will be facilitated by ULM.
- 8.4 There is no guarantee that a service provider on the panel will be contracted for specific work assignments during the tenure of this contract.

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- 8.5 Assignments will be structured as work packages that clearly define the scope and objective of work, proposed timeframes, qualifying criteria, qualification requirements, expected duration (hours), and expected deliverables amongst others.
- 8.6 Firms that have qualified and have been appointed to the panel for respective type of services will be approached and be requested to provide a quotation at the time the service is required. Work packages will then be allocated to the successful bidder/s.
- 8.7 The ULM bid committees will be responsible for the evaluation of bids received in terms of the RFP, and award of contracts for specific work assignments, which may include service level agreements.
- 8.8 The ULM reserve the right to allocate work packages to more than one expert, depending on the nature of the assignment.
- 8.9 The work assignments will be managed by the respective project leaders pertaining to the area of work.

9. SOURCING PROCESS

- 9.1 The ULM will firstly identify a need and secure resources for the opportunity. Funding and work is not guaranteed across the 2 year period for the panel appointments.
- 9.2 When the ULM is in need of a specific professional service to be rendered, a Request for Quotation (RFQ) will be issued to those firms on the panel who indicated expertise in that specific work area.
- 9.3 For the evaluation purposes, the proposed firm(s) must meet the functional criteria as per RFQ document provided, failing which, an alternative firm(s) will be selected and evaluated accordingly.
- 9.4 Panel members will have to respond to the RFQ, indicating their availability and their hourly rate (if is less than the hourly rate quoted on the bid). The hourly rates must be equal or less than the fees stated in the framework contract.
- 9.5 Resources indicated in the RFQ will be interviewed for sustainability and determination of capability to assist the ULM.
- 9.6 RFQ's received will be evaluated based on 90/10 or 80/20 (Specific Goals and price) depending on the anticipated value of the work package.
- 9.7 ULM reserve the right to negotiate hourly charged-out rates submitted by bidders.
- 9.8 An order is then issued to the successful bidder(s).

10. CONTACT PERSON - PROCUREMENT RELATED ENQUIRIES

For any supply chain management related queries kindly contact the contacted person below during office hours (07h45-16h30).

Contact:

Details	Bid Enquiry
Department	ULM – Technical Services
Contact person	Phiwe Gamedala
E-mail address	gamedala.phiwe@umzinvubu.gov.za

11. CONTRACTS OBLIGATIONS

The following contracts will apply where applicable:

- **GCC (National Treasury - Government Procurement);**
- **Service Level Agreement (SLA);**
- **GCC in construction (applicable edition);**
- **JBCC;**
- **MFMA; PPPFA and other relevant pieces of legislation**
- **NEC**
- **Municipal Supply Chain Management Policy**
- **FIDIC**
- **CIDB**
- **CESA (Model Professional Services Agreement and Specific Data)**

The above contracts apply in this bid. A successful bidder will have to obtain and utilise the relevant edition, once appointed.

12. RECEIPT, CLOSING DATE AND OPENING OF THE BID PROPOSALS

Completed bid documents must be placed in a sealed envelope clearly marked “**PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS**”. These must be deposited in the Tender Box of Umzimvubu Local Municipality, dabula Street Sophia Kwabhaca 5099 not later than 12h00 pm on **04 March 2025**.

13. VALIDITY PERIOD

Bids shall remain valid for acceptance for a period of 90 days after the expiry of the original validity period, unless Umzimvubu Local Municipality is notified in writing of anything to the contrary by the bidder.

PRICING SCHEDULE

Please note that for the Financial evaluation bidders are requested to provide a quotation for the attached below Estimated Construction Cost of R 15 500 000,00 (Reinforced Concrete Bridge) for period of 8 months.

Item Description	Qty	Unit	Original (Tendered) Fee Budget
Time and Cost based			
Project Planning			
Normal Fees			
Stage 1 - Inception	5	%	
Stage 2 - Concept and Viability	25	%	
Stage 3 - Design Development	25	%	
Stage 4 - Documentation and Procurement	15	%	
Stage 5 - Contract Administration & Inspection	25	%	
Stage 6 - Close out	5	%	
Additional Services and Disbursements			
Time Based Fees (including re-design fees)	10	hr	
Construction Monitoring	8	months	
Disbursements	10	months	
Travelling	1500	km	
EIA	1	sum	
Survey	1	sum	
Geotechnical	1	sum	
ISD Social Facilitation	10	months	
Health and Safety	10	months	
Floodline Study	1	sum	
Stormwater Management study	1	Sum	
Sub total			
VAT (14%)			
Contract Amount			

I, the undersigned, do hereby declare that the above is a properly priced schedule forming part of this contract document upon which my/our tender for Bid No. **UMZ/2024-25/INFRA/PMU/001: PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS** has been based.

SIGNED ON BEHALF OF THE TENDERER:

SECTION 3

GOVERNMENT PROCUREMENT GENERAL **CONDITIONS OF CONTRACT**

GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word “Bidder” in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word “ULM” in these conditions shall mean the Umzimvubu Local Municipality.

2. EXTENT OF BID

This contract is for – PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS – UMZ/2024-25/INFRA/PMU/001

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by ULM will constitute a contract binding on both parties, and ULM may require sureties to its satisfaction from the bidder, for the due fulfillment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. Since this is an expression of interest, no pricing is required at this stage and therefore pricing will not be used in the evaluation.

The ULM wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and/or descriptions not address any aspects of quality as specified, this should be clarified with ULM prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

ULM shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify ULM against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

The validity period of price quotations after the closing date is 90 days. Bids shall remain valid for acceptance for a period of 90 days after the expiry of the original validity period, unless Umzimvubu Local Municipality is notified in writing of anything to the contrary by the bidder.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise ULM of his / her / their inability to fulfill the contract; or
- [c] Fail or refuse to fulfill the contract; or

BID: PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS

- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the ULM:

- [a] All expenses incurred by the ULM to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the ULM) Bid price (inclusive of escalation) accepted as an alternative by the ULM from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately (this applies only to VAT vendors).

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the ULM unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ULM at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE BID

Two (2) years (Twenty 24 Months)

13. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports on the 25th of each month to the ULM, and a report template is available on request and if necessary, frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. CLOSING DATE / SUBMITTING OF BIDS

Bids must be submitted in a single sealed envelope clearly marked “**PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS –**

BID NO: UMZ/2024-25/INFRA/PMU/001 The Bid must be deposited in the bid box, Dabula Street Sophia Kwabhaca 5099, by no later than **12:00 pm on 04 March 2025**

N.B. Bids which are not deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed bids will not be considered.

TABLE OF CLAUSES

TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 “Written” or “in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

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

1. **The provider 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 provider 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.**
2. The provider 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.
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 provider's performance under the contract if so required by the purchaser.
4. The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

6.2 When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such

removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- furnishing of tools required for assembly and/or maintenance of the supplied goods;
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 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 provider of any warranty obligations under this contract; and
- training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

1. Prices charged by the provider 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 provider for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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 thirty six (36) 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the

delivery note and upon fulfilment 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 a valid tax invoice or claim by the provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the service provider may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later,

shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1** Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2** If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4** Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.4** 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

- 25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination for Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

33. Taxes and Duties

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

SECTION 4

LIST OF ANNEXURE (S)

Fill in all forms included as annexure(s)

ANNEXURE A

PROFESSIONAL SERVICE PROVIDERS: DISCIPLINES

NO.	PSP DISCIPLINE	REGISTRATION	SELECTION
1.	Civil Engineering Services	ECSA	

ANNEXURE B

PROOF OF REGISTRATION ON CENTRAL SUPPLIER DATABASE

Proof of National Treasury (NT) Central Supplier Database Registration i.e. submit a copy of CSD Master Registration Number (Supplier Number);
Certified ID Copies of Directors or Members (in cases of sole proprietor, partnerships and close corporation), this must have been certified within three (03) months;

The Central Supplier Database (CSD) Registration Summary Report with the supplier's CSD details must be attached to this Schedule. CSD Pin must be provided on the cover for verification.

ANNEXURE C

COMPANY REGISTRATION & ID DOCUMENTS

[List of all shareholders/directors of the company or the consortium/joint venture with the original certified copies of shareholders' / directors' ID must be attached to this schedule.]

Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders' / directors' IDs (in cases of sole proprietor, partnerships and close corporation). Failure to submit the foresaid documentation will lead to disqualification

Company Registration & ID documents

ANNEXURE D

TAX DOCUMENTS

Valid Tax Clearance Certificate or Tax compliance letter with a Unique Security Personal Identification Number (PIN) in terms of the Electronic Tax Compliance Status (TCS) System from SARS

TAX CLEARANCE REQUIREMENTS

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 the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the 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. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

ANNEXURE E

DECLARATION OF INTEREST (MBD 4)

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number:
.....

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

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:

.....
2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person
connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**

BID: PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS

the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid
document?

YES / NO

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

BID: PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES CONSULTANTS FOR A PERIOD OF TWO YEARS

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

ANNEXURE F

PREFERENCE POINT CLAIM FORMS (MBD 6.1)

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2.1 POINTS AWARDED FOR SPECIFIC GOALS

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:

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

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.)

	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)
50% and above companies owned by youth		5		
50 % and above Female ownership		5		
100% Black ownership		5		
Disability		5		

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

2. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3. POINTS AWARDED FOR SPECIFIC GOALS

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:

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

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.

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

4. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

4.1.1 If yes, indicate:

- i) What percentage of the ... contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- iii) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name _____ of
company/firm:.....

5.2 VAT _____ registration
number:.....

5.3 Company _____ registration
number:.....

5.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety

- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

5.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

5.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....
.....

ANNEXURE G

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 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 National Treasury after the <i>audialterampartem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULLNAME).....
.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

ANNEXURE H

CERTIFICATE OF INDEPENDENT BID DETERMINATION

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

(EOI Ref. Number and Description)

in response to the invitation for the bid made by:

(Name of Client Institution)

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.
- 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

ANNEXURE J

COMPANY PROFILE & COMPANY REFERENCE EXPERIENCE

Fill in, complete and signed the following form, failure to do so will result to your bid not getting points allocation.

The Company profile and company experience must be attached as part of this Schedule

- (a) Letters of Appointment,
- (b) relevant Completion Certificates and
- (c) Reference letters (Stamped by client) in company letterhead

FIRM'S EXPERIENCE

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past 5 years. In support bidders are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, (b) Completion Certificates and (c) Reference letters (Stamped by client). The Company Profile must be attached to this schedule & the business organization's experience must be indicated on the table which is provided below.

Criteria	Contract description	Value of Contract	Contract Period	References	
				Client	Contact person and Number
Relevant professional services contracts to be listed. <i>(Bidder to issue project completion certificate or letter of confirmation of services contract completion from client/ employer)</i>	1.				
	2.				

	3.				
	4.				
	5.				
	6.				

	7.				
	8.				
	9.				
	10.				

.....

Signature of the Bidder

.....

Date

ANNEXURE K

PSP COMPANY RESOURCE CV'S & SUPPORTING DOCUMENTS

Fill in, complete and signed the following form, failure to do so will result to your bid not getting points allocation.

CV's, certified copies of qualifications and professional registration of the assigned personnel to be attached here

HUMAN RESOURCES EXPERTISE - KEY PERSONNEL ASSIGNED TO THE PANEL

- Human resources' CV's and supporting documents (i.e. certified copies of qualifications / professional registration documents) must be attached to this schedule. The Bidder shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.
- The table of resources expertise must also be completed. Please make copy if need to add more.

Criteria	Full Name	Role / Designation	Other			
			Qualification	Professional Registration	Years of Experience	Is CV and Proof of Qualifications/ Professional registration attached?
Relevant Human Resources qualifications & professional registration (Director's must be professionally registered)						

.....

Signature of Bidder

.....

Date

EXPERIENCE OF PROJECT TEAM AND DELIVERABLES

PROJECT TEAM CVS

The experience of each key person, relevant to the scope of work, will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), in the specific sector, field, subject, etc. which is directly linked to the scope of work;
- 2) Qualifications in the relevant field or sector; and
- 3) Professional registration with a professional body in the specific sector, field, subject, etc., which is directly linked to the scope of work.

A CV of each key person of **not more than three (3) pages** should be attached to this schedule.

Each 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 Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)

- Name of current employer and position in enterprise
- Overview of post graduate / diploma experience (year, organization and position)

- Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of director(s) will be as follows as detailed in Table 1 to 2 below.

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.

(CV's, certified copies of qualifications and professional registration of the above personnel to be attached here)

Points are allocated for professional qualifications, professional registration and experience of allocated key personnel for the panel under consideration. For each key personnel allocated to the project, the bidders shall submit for following: Curriculum Vitae together with certified proof of qualifications and professional registration.

Evaluation points will be awarded in terms of the following tables:

Table 1. Qualifications of Proposed Resources – Qualification must be relevant to discipline bidder is bidding for.:

Table 1 - Evaluation sub-criteria: Qualifications of proposed resources (10 points)

Name of Director(s)	Qualification (10 points)	
	Degree/Btech	Diploma
1.	10	5
Subtotal number of Points	10	5

Table 2. Experience of Proposed Resources

Table 2 – Evaluation sub-criteria: Experience of director (20 points)

Name of Director(s)	Experience of director (20 points)		
	Between Min 5 Years	Between 6 - 9 Years	10 Years and above
1.	10	15	20
Subtotal number of points	10	15	20

CURRICULUM VITAE FORMAT OF KEY PERSONNEL

Name:	DOB:
Designation:	Nationality:
Qualifications: (Attach copies of qualifications):	
Professional Registration Number (If Applicable):	
Name of Employer:	Years with Firm:
Current Position in the firm:	
Employment/Director Record:	
Reference for the above:	
Experience Pertinent to required service:	
Education History:	

Certification:

I the undersigned certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. NB. All CV's must be signed by relevant personnel.

Signature of person named..... Date:.....

ANNEXURE L

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

COPY OF JOINT VENTURE AGREEMENT (IF APPLICABLE)

*Attached hereto is a signed certified copy of our **notarised** Joint Venture Agreement. Our failure to submit the copy with our tender document will lead to the conclusion that there is no joint venture agreement, and as such, our bid will be disqualified*

(Attach the notarised joint venture agreement here)

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed Enterprises whom submit a EOI as joint ventures.

We, the undersigned, are submitting this EOI in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with submission on our behalf.

Name of Enterprise	Address	Duly authorised signatory
Lead Partner:		Signature..... Name Designation
		Signature..... Name Designation
		Signature..... Name Designation

		Signature..... Name Designation
--	--	---

Authorised Signed:.....

Date:.....

ANNEXURE M

RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

Fill in, complete and signed the following form if any changes have been done by ULM any addendum have been issued to amend the document. Failure to do so it will result to your bid being non-responsive

RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

We confirm that the following communications received from the Employer, amending the submission documents, have been taken into account in this submission.

ITEM No.	DATE	TITLE OR DETAIL
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed

Date

Bidder.....

Position.....

ANNEXURE N

PROFESSIONAL INDEMNITY

The Professional Service Provider (PSP) must state below details of the professional indemnity insurance held.

Where the PSP is a joint venture/consortium, each party to the joint venture/ consortium must submit details of their professional indemnity insurance.

Proof of insurance or confirmation from a reputable Insurance Broker that the PSP is eligible for the prescribed professional indemnity insurance cover should he/she be selected into the panel of PSPs, must be append to this schedule or will be requested on appointment.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY FOR EACH CLAIM

--	--	--

SIGNED ON BEHALF OF BIDDER:

DATE:

ANNEXURE O

AFFIDAVIT

AFFIDAVIT

I, the undersigned,

Identity Number:

do hereby make oath and state that:

a. I am a duly authorized representative of:

_____ Limited
Registration No.: / /

b. I am a duly authorized representative of:

_____ (Pty) Limited
Registration No.: / /

c. I am a duly authorized representative of:

_____ CC
Registration No. CK / /

d. I am a duly authorized representative of:

_____ Trust
Registration No.: IT.....

the bidder in respect of the attached Application.

1. All information/documentation submitted on behalf of the bidder in connection with the bid is true and correct.
2. The bidder's registered office is

3. The bidders's principal place of business is

4. The bidder has no actual or likely conflict of interest in respect of the transaction for which the response pertains nor is the bidder in the Service of the State as referred to in the ULM's Supply Chain Management Policy. (delete if not applicable and furnish details of such conflict of interest)
5. The bidder's SARS Income Tax Reference Number is:

6. The bidder's SARS VAT Registration Number is:

7. The bidder has no outstanding tax obligations or the bidder has made arrangements to meet its outstanding tax obligations to the South African Revenue Services and a certificate of the South African Revenue Services is attached hereto in this regard.
8. The bidder and/or its officials have not been convicted for fraud or corruption within a 5 (five) year period prior hereto.
9. The bidder is / is not (delete whichever is not applicable) engaged in any Government or Local Government contract awarded within 5 (five) years prior to date hereof.
10. The bidder is / is not (delete whichever is not applicable) in arrears in respect of any charges payable in terms of Section 118 of the Municipal Systems Act. (If in arrears, a copy of a document evidencing satisfactory arrangements made with the ULM is to be annexed)
11. The Applicant acknowledges that should any information attested to herein be false, such false statement shall entitle the ULM to terminate any agreement to which this submission relates.

I CERTIFY that the Deponent has acknowledged that he/she knows and understands the contents of this Affidavit which was signed and sworn to before me at _____ this _____ day of _____ 20_____.

COMMISSIONER OF OATHS

NOTE: ANY STATEMENT WHICH IS NOT APPLICABLE IS TO BE DELETED.

ANNEXURE P

PROOF OF RESIDENCE

Fill in, complete and signed the following form, failure to do so will result to your bid not getting points allocation.

ANNEXURE Q

PROFESSIONAL REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of professional registration certificate

ANNEXURE R

CHECKLIST

Please fill in checklist to ensure that you have completed the bid document correctly

BID CHECK LIST

This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

- (a) All pages of the bid document have been read by the bidder.
- (b) All pages requiring information have been completed in black ink.
- (c) All MDB bid forms have been read, completed and signed.
- (d) Surety details have been included in the bid (If applicable).
- (e) All sections requiring information have been completed.
- (f) The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
- (g) The bid document is submitted before 12h00 on the due date at the designated bid box of the ULM.