

BID DOCUMENT FOR:

APPOINTMENT OF A PANEL OF ENGINEERING CONSULTANTS FOR THE PROVISION OF PROFESSIONAL SERVICES FOR VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS, AND MAINTENANCE AT EDUMBE LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

BID NUMBER: EDUMPRO04/2021/22

CLOSING DATE: 04 OCTOBER 2021

NAME OF BIDDER:	
CSD No	
PHYSICAL ADDRESS:	
TELEPHONE NO:	
E-MAIL:	
TOTAL PROFESSIONAL FEE PERCENTAGE	
CLOSING DATE	04 OCTOBER 2021
CLOSING TIME	12H00

Tenderers are to submit information in respect of the category and criteria below upon which they will be scored for Quality. Failure in submitting the necessary documents/information will result in No points being allocated.

Tenderers to indicate below the professional discipline they are tendering for by marking the relevant box. Tenderers to note that they will be evaluated on each professional discipline ticked/checked and **failure to indicate the category/discipline shall lead to a disqualification**. The onus is therefore on the Tenderer to submit the relevant required documentation for each professional discipline they are tendering for.

DISCIPLINE	MARK APPLICABLE DISCIPLINE
ROADS AND TRAFFIC ENGINEERING <ul style="list-style-type: none"> • Roads and Stormwater • Pavement evaluation, Road Rehabilitation • Transportation and Traffic Impact Studies • Parking and access studies • Parking and access studies • Traffic management plans 	
STRUCTURES AND BUILDING <ul style="list-style-type: none"> • Causeways • Culverts • Bridges • Community Halls • Crèches • Offices 	
•	
INFRASTRUCTURE ASSESSMENT <ul style="list-style-type: none"> • Comprehensive Infrastructure Assessment • Development Operation & Maintenance Plans • Maintenance and repair Plans 	

The Tenderer is to indicate in the check-boxes provided that they have completed the required section of the tender document. Completion of this check-list will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. Additionally, it is an absolute requirement that tenderers comply with National Treasury's CSD registration as well as SARS tax compliance requirements

Ref	Description	Completed		For Office Use		
		Yes	No	Yes	No	Comments
	Tenderers Name					
	Contact Person					
	Telephone Number					
	CSD Registration					
	Submission of Valid SARS					
	Complete the certificate of Authority					
	Valid and certified copy of BBBEE certificate					
	Consortium/JV agreement with all signatories and breakdown of each members contribution/role					
	Consortium/JV/Tenderer banking details					
	Complete and sign MBD 6.1 (Preference Points claim form)					
	Complete and sign MBD 4 - Declaration of Interest					
	Complete and sign MBD 8 - past SCM Practices Form					
	Complete & sign MBD 5 (Declaration for Procurement above R10m)*					
	Confirmation that you have no municipal commitments overdue for more than 90 days**					
	Confirmation that suitable arrangements in place for arrear municipal obligations with your local municipality **					
	Complete and sign MBD 9- Certificate of Independent bid Determination					
	Complete the Form of Offer.					
	Sign the Form of Offer with 2 witnesses.					

**APPOINTMENT SUITABLE PROFESSIONAL SERVICE PROVIDERS FOR
DESIGN, CONSTRUCTION SUPERVISION, CLOSEOUT REPORT AND
CONSTRUCTION AND COMMISSIONING OF CIVIL / INFRASTRUCTURE
WORKS AT VARIOUS AREAS WITHIN EDUMBE MUNICIPALITY
(TURNKEY) FOR A PERIOD OF THREE YEARS**

BID NUMBER:EDUMPRO04/2021/22

TENDER AND CONTRACT

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T1.1. TENDER NOTICE AND INVITATION TO TENDER

Bid no.: EDUMPRO04/2021/22 – APPOINTMENT SUITABLE PROFESSIONAL SERVICE PROVIDERS FOR DESIGN, CONSTRUCTION SUPERVISION, CLOSEOUT REPORT AND CONSTRUCTION AND COMMISSIONING OF CIVIL / INFRASTRUCTURE WORKS AT VARIOUS AREAS WITHIN EDUMBE MUNICIPALITY (TURNKEY) FOR A PERIOD OF THREE YEARS.

The eDumbe Local Municipality invites suitable qualified, experienced accredited and ECSA registered tenderers to submit bids as per description below:

Bid No.	Description	Closing Date and Time
EDUMPRO04/2021/22	Appointment Of Panel Of Engineering Consultants For The Provision Of Professional Services For Various Municipal Infrastructure Projects At eDumbe Local Municipality For A Period Of Three (3) Years	04/10/2021 @12H00

Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2017 and Supply Chain Management Policy of eDumbe Local Municipality will apply in the adjudication process. Functionality criteria will be used on the evaluation of the acceptable proposals and responsive bids are expected to score at least a minimum of 70 out of 100 for functionality points to be considered for further evaluation. Tenderers will be evaluated according to the 80/20 of the Price Preferential point system. Where 80 points will be allocated in respect of price (which should be the consultant's percentage per project) and 20 points in respect of B-BBEE status level of contribution. In-order to claim Preference points a valid originally or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed on the DTI format must be submitted to validate the claim.

- The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold where applicable will be applied.
- A valid SARS Tax Clearance Certificate and the Tax compliance Status pin to be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 120 days from the closing date.
- Eligibility as detailed in the Conditions of Tender will be applicable. A tender offer not satisfying the stated eligibility criteria will be eliminated.

Functionality will be evaluated per discipline below as indicated below:

	Criteria	Points
ROADS AND TRAFFIC ENGINEERING & STRUCTURES AND BUILDING	Qualifications and demonstrated relevant experience & Key Personnel	15
	Location of Office	15
	Bidders experience on similar work	20
	Quality management system	10
	Skills transfer and Engineering Capacitation	05
	Professional liability insurance	10
	Methodology	25
	Total Points	100

Completed bid documents complying with the conditions of bid must be sealed and endorsed "Bid no.: EDUMPRO04/2021/22– **APPOINTMENT SUITABLE PROFESSIONAL SERVICE**

PROVIDERS FOR DESIGN, CONSTRUCTION SUPERVISION, CLOSEOUT REPORT AND CONSTRUCTION AND COMMISSIONING OF CIVIL / INFRASTRUCTURE WORKS AT VARIOUS AREAS WITHIN EDUMBE MUNICIPALITY (TURNKEY) FOR A PERIOD OF THREE YEARS.

bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box at the reception of the eDumbeLocal Municipality offices at 10, Hoog Street, Paulpietersburg, South Africa, 31180 Kwazulu-Natal not later than 12h00 on the dates as mentioned above, all the received Bids will be opened in public. Late tenders and tenders received by way of facsimile or e-Mail will under no circumstances be considered. Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Document. There will be no compulsory briefing session due to Covid-19 Pandemic. For any SCM or technical related enquiries, please contact the following persons:-

SCM	Technical
Mr. BW Buthelezi	Mr. MS Khanyile
034 995 1650	034 995 1783
buthelzibw@edumbe.gov.za	buthelzibw@edumbe.gov.za

Only prospective bidders who are registered on the National Treasury Supplier database are legible to bid. The National Treasury Central Supplier Database Summary report must be submitted. To register on the CSD log onto www.csd.gov.za

JFK Khumalo
The Municipal Manager

BD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE XXXXXXXXXX LOCAL MUNICIPALITY					
Bid number:	EDUMPRO04/2021/22	Closing date:	04 October 2021	Closing time:	12h00
DESCRIPTION	APPOINTMENT SUITABLE PROFESSIONAL SERVICE PROVIDERS FOR DESIGN, CONSTRUCTION SUPERVISION, CLOSEOUT REPORT AND CONSTRUCTION AND COMMISSIONING OF CIVIL / INFRASTRUCTURE WORKS AT VARIOUS AREAS WITHIN EDUMBE MUNICIPALITY (TURNKEY) FOR A PERIOD OF THREE 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					
EDUMBE LOCAL MUNICIPALITY					
10 HOOG STREET					
PAULPIETERSBURG					
3180					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL 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:		
CONTACT PERSON	Bonisani Buthelezi		CONTACT PERSON	Mzo Khanyile	
TELEPHONE NUMBER	034 995 1650		TELEPHONE NUMBER	034 995 1783	
E-MAIL ADDRESS	buthelezibw@edumbe.g		E-MAIL ADDRESS	khanyilems@edumbe.	

	ov.za		<u>gov.za</u>
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PART B 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-contractors 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)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.2 Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.3 Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.4 Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.5 Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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:

T1.2 TENDER DATA

T1.2.1 CONDITIONS OF TENDER

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (www.cidb.org.za). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

T1.2.2 Tender Data

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender (see Annexure C). The additional Conditions of Tender are:

Clause Number	Tender Data
F.1.1	The Employer is eDumbe Local Municipality, represented by Head of Department: Technical Services -
F.1.2	<p>The tender documents issued by the Employer comprise of the following documents:</p> <p>THE TENDER</p> <p>Part 1: Tendering Procedures</p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>Part 2: Returnable Documents</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p>Part 1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Occupational Health and Safety Agreement</p> <p>Part 2: Pricing Data: N/A</p> <p>Part 3: Scope of Work</p> <p>C3.1 Employer's Objective</p> <p>C3.2 Site Location/Information</p> <p>C3.3 Scope of Works</p>
	<p>Add the following new clause:</p> <p>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English.</p>
F.2.1	<p>Eligibility criteria and requirements:</p> <ol style="list-style-type: none"> 1) Tenderers whose Primary business is the provision of Professional Services in the discipline of Civil Engineering are eligible to tender. 2) Obtain a quality score, as per item F.3.11.3: <ol style="list-style-type: none"> a. per quality section that is equal or higher than the minimum score per section; and b. only tenderers that achieved a minimum 70 score will be enlisted in the panel.

Clause Number	Tender Data
	<p>3) Tenderers may only tender under 1 (one) company or 1 (one) consortium – more than 1 (one) submission will result in immediate disqualification of all submissions.</p> <p>4) With respect to Downloaded Tender Documents, Tenderers are required to comply with the following guidelines for their tender submissions to be considered.</p> <ul style="list-style-type: none"> a. Tenders obtained from the website must be neatly bound and presentable. b. It is preferred that tender documents are printed single sided only and as per the recommended colour coding of pages c. All Returnable Documents shall be bound separately in a fully indexed document.
F.2.2	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
F.2.7	A tender clarification meeting will not be held in respect of this tender. Attendance of said clarification meeting is not applicable due to COVID 19 PANDEMIC .
F.2.8	<p>Replace the contents of the clause with the following:</p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least seven working days before the closing time stated in the foregoing notice and clause F.2.15.”</p>
F.2.9	The Tenderer will be responsible for the full insurance cover required for the project.
F.2.13.1	A two-envelope procedure will not be followed.
F.2.13.2	<p>Each Tenderer is required to return the complete set of documents as listed in Part T2 with all the required information supplied and completed in all respects.</p> <p>Prior to submitting their tender document tenderers should make a copy thereof for record purposes</p> <p>No copies of any part of the submitted tender document will be made for the tenderers during the evaluation and adjudication processes.</p> <p>The original documents from the employer may not be tampered with or unbound in any way. This will render the tender unresponsive.</p> <p>Documentation emanating from the returnable schedules should be bound in a separate file with clear reference/index in the returnable schedule to the location of each section.</p>
F.2.13.3	Parts of each Tender offer communicated on paper shall be submitted as original, plus 0 copies
F.2.13.4	<p>Add the following to the clause:</p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3</p>

Clause Number	Tender Data
	<p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."</p> <p>Failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.</p>
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p>Location of tender box: Official bid box at the reception</p> <p>Physical address: eDumbe Local Municipality offices at 10 Hoog Street, Paulpitersburg, South Africa, 3180 Kwazulu-Natal</p> <p>Identification details: Bid No, Title of Tender and the closing date and time of the tender, as well as the Tenderer's name, his Authorised Representative's name, postal address and telephonic contact numbers</p>
F2.13.6 & F.3.5	<p>A two-envelope procedure will not be followed. Only technical proposals are applicable for this tender.</p>
F.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
F.2.16	<p>The tender offer validity period is 120 days.</p>
F.2.16.1	<p>Add the following to the clause:</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the</p>

Clause Number	Tender Data
	following working day.”
F.2.18	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.24	<p>Add the following new clause:</p> <p>Canvassing and obtaining of additional information by tenderers</p> <p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer’s agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”</p>
F.2.25	<p>Add the following new clause:</p> <p>Prohibitions on awards to persons in service of the state</p> <p>Accept that the Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principalshareholder, or stakeholder is a person in the service of the state; or a person who is an advisor or consultant contracted with the municipality or municipal entity. <p>“In the service of the state” means to be -</p> <ol style="list-style-type: none"> a member of: - <ul style="list-style-type: none"> any municipal council. any provincial legislature; or the National Assembly or the National Council of Provinces. a member of the board of directors of any municipal entity. an official of any municipality or municipal entity. an employee of any national or provincial department. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999). a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.” <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2 must be completed.</p>
F.2.26	<p>Add the following new clause:</p> <p>Awards to close family members of persons in the service of the state</p>

Clause Number	Tender Data																																
	<p>“Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R 2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C.2.25), or has been in the service of the state in the previous twelve months, including</p> <ul style="list-style-type: none">a) the name of that person.b) the capacity in which that person is in the service of the state; andc) the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.”</p>																																
F.2.27	<p>Add the following new clause:</p> <p>Tax Clearance Certificate</p> <p>In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium.”</p>																																
F.3.4	<p>Tenders will be opened in public immediately after the closing time of tenders at 12:00.</p> <p>Tenderers names and total prices (Professional Fee Percentage), where practical will be, read out.</p>																																
F.3.11.2	<p>Scoring Preferences</p> <p>Add the following new sub clause:</p> <p>Points will be awarded to tenderers who complete, as relevant, and include in their tender submissions, the following duly completed Preference Schedules/Forms which are included in T2.2 Returnable Documents of the tender document as follows: Points awarded will be according to a tenderer’s B-BBEE status level of contributor and summarised in the table below:</p> <table><tr><th>B-BBEE Status Level Contributor</th><th>Number of Points for Financial value up to and including R50 000 000.00</th><th>Number of Points for Financial value above R50 000 000.00</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-compliant Contributor</td><td>0</td><td>0</td></tr></table>			B-BBEE Status Level Contributor	Number of Points for Financial value up to and including R50 000 000.00	Number of Points for Financial value above R50 000 000.00	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant Contributor	0	0
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F.3.11.3	Scoring Quality																																

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	<p>Add the following new clause:</p> <p>The procedure for the evaluation of responsive Tenders is Functionality and Price (which should be the consultant's percentage per project).</p> <p>Score functionality in each of the categories in accordance with the tender data and calculate the total score for quality as detailed in the table below:</p> <p>QUALITY SCORING CRITERIA</p> <p>Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores.</p> <p>Tenderers are required to meet a minimum Quality Score of 70 points based on the criteria listed below but may be adjusted at the Employer's discretion if all tenders fail to achieve the threshold.</p> <p>A score of less than 70 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.</p>										
<p>Tenderers are to submit information in respect of the professional discipline and criteria below upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores.</p> <p>Tenderers to indicate below the professional discipline they are tendering for by ticking or marking the relevant box. The onus is therefore on the Tenderer to submit the relevant required documentation for each project they are tendering for.</p>											
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The tenderers should achieve not less than 70 points for quality for which every discipline ticked above. A score of less than 70 points for quality shall render the tender non-responsive. The onus rests with the tenderer to supply information to allow for evaluation and award of points detailed below:																														
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Clause Number	Tender Data		
Bidders experience on similar work	20	Demonstrated experience of TendererExperience relating to planning, design andimplementation tarred, gravel and / or concrete surface roads or related.	
		List of similar projects undertaken successfully with reference to value and typewithin the last five (5) years – 5 projects(contactable references to be provided).Value of project >2 million (4 points per project). Note: Tenderers should attach letters of appointment and a completion letters from the awarding authority to qualify for points for experience.	20
Quality management system	10	Quality Management System	
		ISO 9001 certified quality management system	10
		Quality management system proposal in place	5
		No quality management system in place	0
Skills transfer and Engineering Capacitation	05	Skills transfer and Engineering Capacitation	
		A letter of undertaking signed by the ProfessionalEngineer/ Technologist.	10
		No letter submitted	0
		Note: (i) The Employer will use these term contracts to pave entry for emerging service providers and entities owned and managed by historically disadvantage individuals therefore the appointed bidder will be expected to assist the local sub-consultants. (ii) The bidder will be expected to empower the Employer's selected engineering staff to ensure that they are able to register with a recognisedprofessional body which may include ECSA andSouth African Council for the ProjectandConstruction Management Professions (SACPCMP).	
Professional liability insurance	15	Professional Liability Insurance(PI)	
		R3m PI for each and every claim.	15
		No PI insurance	0
Methodology	25	Methodology	
		Project organogram indicating the qualifications and roles of each staff member to be used for this appointment	5
		Breakdown of the roles and responsibilities of each staff member allocated to the project.	5
		Detailed methodology regarding the roads construction and traffic Engineering with special reference being made to the following: • Inception (3 points)	15

Clause Number	Tender Data		
		<ul style="list-style-type: none"> Planning and Detailed design (4 points) Execution (4 points) Monitoring and Closure (4 points) 	

STRUCTURES AND BUILDING

Criteria	Points
Qualifications and demonstrated relevant experience & Key Personnel	15
Location of Office	15
Bidders experience on similar work	20
Quality management system	10
Skills transfer and Engineering Capacitation	05
Professional liability insurance	10
Methodology	25
Total Points	100

Detailed Breakdown of Quality Points

Criteria	Weight	Sub-criteria	Allocation of Points
Qualifications and demonstrated relevant experience & Key Personnel (A sworn affidavit signed by the professional. Certified copy of the certificates must be included).	15	Qualifications and demonstrated relevant experience of key Personnel assigned to the project and in the Direct and Permanent Employ of the Company. Qualifications and detailed CV must be submitted:	
		Two Professional registered Civil Engineer/Technologist with +5 years experience.	8
		Two Civil Engineering Technician with +3 years experience.	4
		Project Manager with NQF7 certificate for implementation of labour intensive project	3
		No Professional Registered Engineer/Technologist	0
Location of Office	15	Availability of fully established and equipped office within:	
		Paulpietersburg	15
		Zululand	8
		KwaZulu-Natal	5
		Other Locations	2
Bidders experience on similar work		Demonstrated experience of Tenderer Experience relating to planning, design and implementation of structural projects such as Causeways, Culverts, Bridges, community Halls, Crèches & Offices concrete surface roads or related.	
		List of similar projects undertaken successfully with reference to value and type within the last five (5)	20

Clause Number	Tender Data		
		years – 5 projects(contactable references to be provided).Value of project >2 million (4 points per project).	
		Note: Tenderers should attach letters of appointment and a completion letters from the awarding authority to qualify for points for experience.	
Quality management system	10	Quality Management System	
		ISO 9001 certified quality management system	10
		Quality management system proposal in place	5
		No quality management system in place	0
Skills transfer and Engineering Capacitation	10	Skills transfer and Engineering Capacitation	
		A letter of undertaking signed by the ProfessionalEngineer/ Technologist.	10
		No letter submitted	0
		Note: (iii) The Employer will use these term contracts to pave entry for emerging service providers and entities owned and managed by historically disadvantage individuals therefore the appointed bidder will be expected to assist the local sub-consultants. (iv) The bidder will be expected to empower the Employer's selected engineering staff to ensure that they are able to register with a recognisedprofessional body which may include ECSA andSouth African Council for the ProjectandConstruction Management Professions (SACPCMP).	
Professional liability insurance	15	Professional Liability Insurance(PI)	
		R3m PI for each and every claim.	15
		No PI insurance	0
Methodology	25	Methodology	
		Project organogram indicating the qualifications and roles of each staff member to be used for this appointment	5
		Breakdown of the roles and responsibilities of each staff member allocated to the project.	5
		Detailed methodology regarding the roads construction and traffic Engineering with special reference being made to the following: <ul style="list-style-type: none"> Inception (3 points) Planning and Detailed design (4 points) Execution (4 points) Monitoring and Closure (4 points) 	15

Clause Number	Tender Data																		
<div>INFRASTRUCTURE ASSESSMENT</div> <table><thead><tr><th>Criteria</th><th>Points</th></tr></thead><tbody><tr><td>Qualifications and demonstrated relevant experience & Key Personnel</td><td>25</td></tr><tr><td>Location of Office</td><td>10</td></tr><tr><td>Bidders experience on similar work</td><td>20</td></tr><tr><td>Quality management system</td><td>10</td></tr><tr><td>Professional liability insurance</td><td>10</td></tr><tr><td>Methodology</td><td>25</td></tr><tr><td>Total Points</td><td>100</td></tr></tbody></table>				Criteria	Points	Qualifications and demonstrated relevant experience & Key Personnel	25	Location of Office	10	Bidders experience on similar work	20	Quality management system	10	Professional liability insurance	10	Methodology	25	Total Points	100
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Bidders experience on similar work	20	Demonstrated experience of Tenderer Experience relating to conducting & developing of Comprehensive Infrastructure Assessment, Development of Operation & Maintenance Plans, and Maintenance and repair Plans																	
		List of similar projects undertaken successfully with reference to value and type– 4 projects (contactable references to be provided). Value of project >2 million (5 points per project).	20																
		Note: Tenderers should attach letters of appointment																	

Clause Number	Tender Data		
		and a completion letters from the awarding authority to qualify for points for experience.	
Quality management system	10	Quality Management System	
		ISO 9001 certified quality management system	10
		Quality management system proposal in place	5
		No quality management system in place	0
Professional liability insurance	15	Professional Liability Insurance(PI)	
		R3m PI	15
		No PI insurance	0
Methodology	25	Methodology	
		Project organogram indicating the qualifications and roles of each staff member to be used for this appointment	5
		Breakdown of the roles and responsibilities of each staff member allocated to the project.	5
		Detailed methodology regarding the conducting a comprehensive infrastructure assessment, development of operation & maintenance plans, maintenance and repair plans with special reference being made to the following: <ul style="list-style-type: none"> • Inception (3 points) • Planning and Detailed design (4 points) • Execution (4 points) • Monitoring and Closure (4 points) 	15

Note to criteria:

Qualifications and demonstrated relevant experience & key personnel for roads and traffic engineering, structures & building, electrical & infrastructure assessment full points will be allocated to individual profiles submitted for professionals employed by the bidder on a full-time basis contract. A profile of individuals submitted that are not employed or formally contracted by the bidder will score zero.

Each profile must be accompanied by an affidavit from the Police Station confirming that the CV and qualifications submitted belongs to the professional. This is the individual who must be deployed to the project. The municipality will expect that the profile submitted is the one for the individual who will work in the project within the municipality. Any bidder who submits profiles of individuals in the employ of the state will be immediately disqualified and the bid will not be considered further.

An affidavit to be done with all the names of additional staff members reflecting names and ID numbers. The person signing this affidavit on behalf of the staff must be a registered professional. The affidavit must reflect ECSA registration number. Certified copy of the certificates must be included.

AWARD STRATEGY/WORK ALLOCATION

At this stage technical evaluation and an estimated project value of **R10 000 000.00** will be used for evaluation purposes.

Clause Number	Tender Data
	<p>The exact project value will be via allocation of work process for different professional discipline, and work will be done through rotational basis.</p> <p>Tenderers to note that they will be evaluated on each professional discipline ticked/marked. The onus is therefore on the Tenderer to submit the relevant required documentation for each discipline they are tendering for.</p> <p>eDumbe Local Municipality reserves the right to appoint any tenderer on the panel, and appointment to the panel does not in any way guarantee that a tenderer of will receive work allocation and/or that it is due a portion of work allocation.</p> <p>The employer shall not award a contract to any tenderer that does not hold valid professional indemnity (PI) insurance providing cover in an amount to be agreed on upon signing Service Level Agreement which will be calculated based on the work allocation.</p>
F.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) The tenderer has complied in full with the all eligibility criteria and requirements; b) A valid Tax Compliance Status Pin or CSD Master Registration Number for verification; c) The Form of Offer is completed and signed; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; ii. failed to perform on any previous contract and has been given a written notice to this effect or iii. submitted profiles (CVs) of individuals employed by the state. f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; i) The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; j) The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be

Clause Number	Tender Data
	<p>attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;</p> <p>k) A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;</p> <p>l) All returnable schedules are to be completed and all relevant certificates attached where indicated.</p>
	One signed copy of contract shall be provided by the Employer to the successful Tenderer.
	The Tenderer must complete all the Schedules in the format specified and return the schedule as prescribed by the List of Returnable Schedules section T2.1 of this document. Where Joint Ventures or Consortia are tendering The Tenderer must ensure that all schedules that require completion per individual partner member are completed in full.
	The fees will be calculated as per the ECSA guidelines and no fees shall exceed 14.5% of the contractor's contract amount for all the MIG funded projects. Any fees that will be exceeding the stated percentage must be approved by the Employer. The percentage indicated includes all the primary, secondary fees and any other additional services including monitoring and supervision.
	The successful bidder will be expected to sign a bid document and a separate service level agreement. The signing of both of the bid document and the Service Level Agreement will constitute the full agreement between the Municipality and the successful bidder.
	Successful bidders will sign a Service Level Agreement (SLA) with the municipality. The SLA will be signed per allocation and it will be valid for the period of the project. Should the works extend outside the validity of this Panel, a review of performance and availability of budget will be conducted.
	<p>Wrong Information Furnished</p> <p>Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the consultant all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.</p>
	Bidders who are successful after being put through functionality criteria will be grouped in accordance with the proposed Category of Works.

Annexure C: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

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

F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- i) Score tender evaluation points for price
- ii) Score points for BBEE contribution
- iii) Add the points scored for price and BBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

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

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

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

Where

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

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

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

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

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2

B-BBEE status level of contributor	Number of points
Non-compliant contributor	0

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

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

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

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included)

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

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

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a. is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b. can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c. has the legal capacity to enter into the contract,
- d. is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e. complies with the legal requirements, if any, stated in the tender data, and
- f. is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

RETURNABLE DOCUMENTS AND SCHEDULES

T2.1: LIST OF RETURNABLE DOCUMENTS

The Bidder must complete the following returnable documents:

No	Returnable Schedules	Page
T2.1.1.	Record of Addenda to Bid Documents	39
T2.1.2	Certificate Of Authority Of An Entity	40
T2.1.3	Compulsory Enterprise Questionnaire	46
T2.1.4	Municipal Bidding Document	51
	MBD 4: Declaration of Interest	51
	MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	51
	MBD 8: Declaration of Bidders' Past Supply Chain Management Practices	56
	MBD 9: Certificate of Independent Bid Determination	58
T2.1.5	Amendments, Qualifications and Alternatives	61
T2.1.6	Certificate of Insurance Cover	62
T2.1.7	Schedule of Previous Similar Works	63
T2.1.8	Certificate of attendance at the clarification meeting (Not Applicable)	64
T2.1.9	Schedule of Proposed Professionals and Support Staff	65
T2.1.11	Tenderer's Bank Details	67
T2.1.12	Central Supplier Database Registration	68
T2.1.13	Certificate for Municipal Services and Payments/Lease Agreement	69
T2.1.14	Quality Management System	70
T2.1.15	Letter of undertaking for Skills transfer and Engineering Capacitation	71

T2.1.1. RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details

Signature

Date

Name

Position

Tenderer

T2.1.2. CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20.....,

Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this Bid and any contract resulting from it on behalf of the company.

Signature of Chairman:.....

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....

..... hereby authorise Mr/Ms
.....,

acting in the capacity of, to sign all documents

in connection with the Bid for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....hereby authorise

Mr/Ms.....

acting in the capacity of , to sign all documents in connection

with the Bid for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr/Ms

....., authorized signatory of the company,
.....

.....acting in the capacity of lead partner, to sign all documents in connection with the

Bid offer for Contract Noand any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner	
	
	

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.
Attach on this page a Joint Venture agreement and a percentage split of works and scope of works to be split.*

V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of
the business trading as:

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

T2.1.3 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:.....

Section 2: VAT registration number, if any:.....

Section 3: CIDB registration number, if any:.....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number.....

Close corporation number.....

Tax reference number.....

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

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

☐ an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

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

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

Signature _____ Date _____

Name _____ Position _____

Tenderer name _____

T2.1.4 MUNICIPAL BIDDING DOCUMENT

MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number.....
 - 3.7 The names of all directors / trustees / shareholders' members, their individual identity
Numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**

.....

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

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

² Shareholder" means a person who owns shares in the company and is actively involved in

the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and wh

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any person

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
CapacityName of Bidder

MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contribution =(maximum of 10 or 20 points)

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

6.2 SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 6.3.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

vi)

Designated Group: An EME or QSE which is at least 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		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

7.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audit alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

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

1. This Municipal Bidding Document must form part of all bids invited.

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audit alteram partem rule was applied). The database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? (The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

1. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
2. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
 - b) Been convicted for fraud or corruption during the past five years:
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE
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

Name

Position

Tenderer

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

T2.1.5. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Bidder desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes:(1)Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.]

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) . Individual alternative items that do not justify an alternative Bid, and an alternative offer for time for completion should be listed here.

- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc., and a detailed statement setting out the salient features of the proposed alternatives must accompany the Bid.
- (3) Alternative Bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Bid offer.]

SIGNATURE:
(of person authorised to sign on behalf of the Bidder)

DATE:

T2.1.6. CERTIFICATE OF INSURANCE COVER

Notes to tenderer:

1. In the event of the tenderer being a joint venture/consortium, the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
- Professional Indemnity (for each and every case)
- Company:.....
- Value:.....
- Third Party Liability
- Company:.....
- Value:.....

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.7. SCHEDULE OF PREVIOUS SIMILAR WORKS

The following is a statement of similar work successfully executed by myself / ourselves for each PANEL depending on how many panels the bidder is applying for (The bidder must clearly indicate which panel is being submitted for):

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.8. CERTIFICATE OF ATTENDANCE AT A BID SITE MEETING (NOT APPLICABLE DUE TO COVID 19 PANDEMIC)

This is to certify that (*Bidder*)

.....

of
(*address*).....

..... was represented by the person(s) named below at the compulsory meeting held for all Bidders at Edumbe **Municipality** offices, Hoog Street, Paulpietersburg, 3180 for the contract number **EDUMPRO04/2021/22**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the Bid documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Bid.

Particulars of person

(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

T2.1.9. SCHEDULE OF PROPOSED PROFESSIONALS AND SUPPORT STAFF

	Name of Professional or Support Staff Member	Qualifications and Registration	Bullet point of experience
1			
2			
3			
4			
5			
6			
7			
8			

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.11. TENDERER'S BANK DETAILS

Notes to tenderer:

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tenderclosing date) from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that the bank in addition to the information required below accords to the tenderer. Failure to provide the required letter with the tender submission may render the tenderer's offer non-responsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i. Name of Account Holder:
- ii. Account Number:
- iii. Bank name:
- iv. Branch Number:
- v. Bank and branch contact details
.....

SIGNATURE: DATE: (of person authorized to sign on behalf of the Tenderer)

T2.1.12. CENTRAL SUPPLIER DATABASE REGISTRATION

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:
<https://secure.csd.gov.za/>

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.13. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page:

Proof that they are not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;

Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts together with a letter from the landlord stating that no levies are in arrears (only if applicable).

Bidders residing on farms with no municipal services should submit a letter from their Induna/owner.

Statement must not be older than three months from the closing date of this tender.

Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.

I,

_____,
(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

T2.1.14. QUALITY MANAGEMENT SYSTEM

The tenderer is to affix to this page:

T2.1.15. LETTER OF UNDERTAKING FOR SKILLS TRANSFER AND ENGINEERING CAPACITATION

The tenderer is to affix to this page:

AGREEMENT AND CONTRACT DATA

		Page
C1.1	Form of Offer and Acceptance	74
C1.2	Contract Data	75
C1.2.1	Part 1: Data Provided by the Employer	75
C1.2.2	Part 2: Data Provided by the Service Provider	77
C1.3	Agreement in Terms of the Occupational Health and Safety Act	78

C1.1. FORM OF OFFER AND ACCEPTANCE

Name of Bidder:.....Bid Number:

Closing Time: Closing Date:

Fee Structure

Total Professional Fee percentage

ITEM NO.	DESCRIPTION	BID PRICE (R) Inclusive of VAT
1	The accompanying information must be used for the formulation of proposals:	
1.1	Bidders are required to indicate a ceiling price (%) based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.	

Pricing Instructions

- Fee schedules and all applicable rates shall be Tendered including VAT, including all other fees, expenses, duties, levies, or other applicable taxes in rendering the proposed service,
- All prices Tendered must include all expenses, costs (e.g. transport, overheads, accommodation etc.) that may be required in and for the execution of the work described in the Specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful).
- Calculations of professional fees must be based on a project MAXIMUM estimate of “R 10 000 000.00” all inclusive
- Bidders may attach a fee structure schedule that outlines the tendered fee on the estimate project cost mentioned above.
- Bidders must on a SEPARATE ENVELOPE marked, “FINANCIAL OFFER”, insert a pricing schedule or proposed rates and Fee Structure.
- The fees will be calculated as per the ECSA guidelines and no fees shall exceed 14.5% of the contractor's contract amount for all the MIG funded projects. Any fees that will be exceeding the stated percentage must be approved by the Employer. The percentage indicated includes all the primary, secondary fees and any other additional services including monitoring and supervision.
- OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.
- Estimate project cost it is for purpose of evaluations only.
- None MIG Projects Disbursement (Survey, Geotechnical Services, Environmental Consultant, etc.) three quotations shall be presented to the employer for consideration and approval.

Signature

Date

Name

Position

Tenderer

C1.2 CONTRACT DATA

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board (see www.cidb.org.za). Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

C1.2.1. Part 1: Data provided by the Employer

Clause	Data
	The Employer is eDumbe Local Municipality
3.4 and 4.3.2	<p>The authorised and designated representative of the Employer is: Name: Mr JFK Khumalo</p> <p>The address for receipt of communications is: Telephone: 034 995 1650 Faxsimile: 034 995 1192 E-mail: mm@edumbe.gov.za Address: éDumbe Municipal Offices Private Bag X308 Paulpietersburg 3180</p>
1	The Project is APPOINTMENT SUITABLE PROFESSIONAL SERVICE PROVIDERS FOR DESIGN, CONSTRUCTION SUPERVISION, CLOSEOUT REPORT AND CONSTRUCTION AND COMMISSIONING OF CIVIL / INFRASTRUCTURE WORKS AT VARIOUS AREAS WITHIN EDUMBE MUNICIPALITY (TURNKEY) FOR A PERIOD OF THREE YEARS
1	The Period of Performance is 36 Months
1	The Start Date is the date of signing the contract
3.4.1	Communications by e-mail.
3.5	The location for the performance of the Project is Jurisdictional area of éDumbe Local Municipality.
3.15	The programme shall be submitted within 7 Days of the award of the Contract and receiving letter of allocation.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 1 weeks.
4.3.1(d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project
5.4.1	The Service Provider is required to provide professional indemnity cover in an amount of R 3 million.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any portion of actions.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 7 Days of date that the Contract becomes effective.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 4 months/weeks

9.1	Copyright of documents prepared for the Project shall be vested with the eDumbe Local Municipality.
11.1	A Service Provider may subcontract any work which he has the skill and competency to perform as per the transfer of skill agreement.
12.1	Interim settlement of disputes is to be by mediation.
12.2 / 12.3	Final settlement is by litigation.
12.2.1	<i>In the event that the parties fail to agree on a mediator, the mediator is nominated by eDumbe Local Municipality.</i>
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of 2 million.
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.2. Part 2: Data provided by the Service Provider

Clause	Data														
1	<p>The Service Provider is.</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Facsimile:</p>														
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Facsimile:</p>														
5.5 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific duties												
Name	Specific duties														

C1.3: AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO 85 OF 1993) AND CONSTRUCTION REGULATIONS 2014

AGREEMENT MADE AND ENTERED INTO BETWEEN EDUMBE LOCAL MUNICIPALITY (HEREINAFTER CALLED THE “EMPLOYER”) AND (CONSULTANT / MANDATORY / COMPANY / CC NAME) IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,.....
representing.....
as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council’s Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors/ consultants employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors/ consultants comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20

C3.1. Employer Objectives

Proposals for the provision of Tendering services are requested for the planning, preliminary design report (PDR), detailed design, drafting, construction specification, Tender documentation and Tender evaluation, construction supervision, monitoring, successful completion and provision of relevant close-out compacts in the three-year period.

C3.1.1 Descriptions of Works

Professional engineering services for the execution of several projects over the next three municipal financial years. Appointments will be reviewed annually to take into consideration performance.

C3.1.2 Overview of the Works

In order to ensure service delivery, and ensure that the projects are finished before the end of the relevant financial years, the Technical Services Directorates has decided to call for proposals to complete the projects mentioned.

C3.1.3 Extent of the Works

The work to be carried out by the Bidder (Consultant) under this panel comprises mainly of the following:

- a) The preliminary and detailed design for the projects mentioned above. The compiling of subsequent Tender Documentation including specification according to eDumbe Local Municipality's guidelines or requirements
- b) The liaison with eDumbe Local Municipality for the Tender advertising of the respective projects
- c) The Tender evaluation of the Tenders received from contractors
- d) Manage the appointment of an Environmental Consultant on the project, should it be required
- e) Manage the appointment of an OH&S Consultant for the construction projects.
- f) Provide construction supervision and monitoring of the respective projects
- g) The successful completion and finalizing of projects
- h) Submission of a Completion Reports and AS-BUILT DRAWINGS and all close-out compacts.
- i) The Bidder may be requested to prepare business plans for sourcing funds.
- j) The Bidder may also be requested to prepare master plans for the project categories listed in this bid.

C3.1.4 Location of the Works

All works are located within the eDumbe Local Municipal boundary.

C3.1.5 Applicable National and International Standards

The following National and International standards shall be applicable to the service provision under this Contract:

- a) ISO 14001:2004;
- b) SANS 1200;
- c) CIDB
- d) Occupational Health and Safety Act 183 (1993);
- e) Construction Regulations (2014); and
- f) Any other standards as may be deemed necessary depending on the type of activity.

C3.2 Scope and specification of Professional Services

The scope of professional services are as set out in the Engineering Council of South Africa's Board Notice 138 of 2015-Guideline Scope of Services and Tariff of Fees, as published in the Government Gazette No 39480 dated 4 December 2015, and any subsequent updates.

The required Professional Services as referenced is provided below:

C3.2.1. Guideline Scope of Services

The following guidelines are provided to indicate which services would normally be provided and for which the guideline fees would typically represent reasonable compensation. In agreeing the services and the scope of work to be carried out, the client and consulting engineer should review the services listed and delete or add as applicable and agree the related compensation.

C3.2.1.1 Report stage

C3.2.1.2 Preliminary Design Stage

The Principal Consultant to submit a preliminary design report for approval before the final design is commenced with.

The provision of all services described in Board Notice 151 OF 2014: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in the Government Gazette, as amended or amplified upon in the project brief below.

C3.2.1.3 Design, Tender Working Drawings and Construction Stages

The provision of all services described in Board Notice 206 of 2011: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in the latest Government Gazette, as amended or amplified upon in the project brief below.

C3.2.1.4 Targeted Procurement

Should the employer during any stage of the project, require the Tenderer to perform work or services pertaining to targeted procurement, such work and or services could entail, but are not limited to, any or all of the following:

- a) Incorporation of any targeted participation goals,
- b) The measuring of key participation indicators,
- c) The selection, appointment and administration of participation and
- d) Auditing compliance to the above by any contractors and/or professional consultant.

C3.2.1.5 Additional Services

The following services are additional to the normal services provided by the Bidder, unless specifically agreed otherwise between the Bidder and the employer. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

Additional Services pertaining to all Stages of the Project

- a. Enquiries not directly concerned with the works and its subsequent utilisation.
- b. Identification and possible relocation of all buried and existing infrastructure services.
- c. Making arrangements for way leaves, servitudes or expropriations.

- d. Negotiating and arranging for the provision or diversion of services not forming part of the works.
- e. Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the Bidder's control.
- f. Surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
- g. Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- h. Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- i. Detailed inspection, reviewing and checking of designs and drawings not prepared by the Bidder and submitted by any contractor or potential contractor as alternative to those embodied in Tender or similar documents prepared by the Bidder.
- j. Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
- k. Preparing and setting out particulars and calculations in a form required by any relevant authority.
- l. Abnormal additional services by or costs to the Bidder due to the failure of a contractor or others to perform their required duties adequately and timely.
- m. Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- n. Investigating or reporting on tariffs or charges levied by or to the employer.
- o. Advance ordering or reservation of materials and obtaining licenses and permits.
- p. Preparing detailed operating, operation and maintenance manuals.
- q. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the Bidder to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the Bidder and the employer prior to the execution thereof.
- r. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the Bidder provides services.
- s. Chairing and keeping minutes of all project related meetings.
- t. Any other additional services, of whatever nature, specifically agreed to in writing between the Bidder and the employer.

C3.2.1.6 Construction Monitoring

- (a) If the construction monitoring, as set out in clause C3.3.2 of Board Notice 206 of 2011, is deemed to be insufficient by the employer and/or Bidder, the Bidder may, with prior written approval having been obtained from the employer, appoint or make available additional staff for such construction monitoring as are necessary to undertake additional construction monitoring on site to the extent specifically defined and agreed with the employer. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause C3.3.2 of Board Notice 206 of 2011.
- (b) Alternatively, the employer may appoint or make available staff subject to approval by the Bidder.
- (c) Staff shall report to and take instructions from the Bidder or an authorized representative of the Bidder only and shall be deemed to be in the employ of the Bidder.

(d) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the employer prior to the implementation thereof.

(e) If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the Bidder shall provide additional services, including additional site visits, as required and agreed to in writing with the employer prior to commencement thereof.

C3.2.1.7 Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

With reference to Occupational Health and Safety Act, 1993 (Act No.85 of 1993) The Bidder agrees to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the employer.

The additional services will include the following:

(1) The Bidder must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

(2) The Bidder must execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

C3.2.1.8 Quality Assurance System

A quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the Bidder and to be specifically defined and separately agreed in writing prior to commencement thereof.

C3.2.1.9 Other Additional Services

The following are also part of the scope of services in addition to the above engineering Services, but will be paid for separately.

- Act as Lead Consultant where a Sub Consultant is seconded by the municipality
- Geotechnical investigations if necessary
- Topographical and land surveys
- Compliance with environmental legislation
- Appoint and manage Environmental Specialist to obtain an Environmental Impact Assessment (EIA) and Water Use License Application (WULA).

C3.3 Use of Reasonable Skill and Care

The Bidder is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the public.

C3.4 Brief

C3.4.1 Terms of Reference

The purpose of the contract is to execute professional functions as per ECSA standards.

C3.4.2 Specific Requirements

C3.4.2.1 Report stage

The Bidder shall prepare and submit a detailed report presenting the details of the project, all aspects taken into consideration and the design philosophy.

C3.4.2.2 Preliminary Design, Design and Tender Stage

The Bidder shall undertake the preliminary design and prepare a report to Municipality for approval prior to any final designs being prepared.

The Bidder shall be responsible for all service enquiries, way leave applications and obtaining the necessary authority or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out in time.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction of Works, Third Edition 2015, published by the South African Institution of Civil Engineering. The Bidder shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and a draft Tender/contract document shall be submitted to the Employer for comment and approval prior to going out to Tender. All drafts must be thoroughly checked by the Bidder's project leader prior to submission. The Tender/contract document shall be submitted to the Employer for checking at least two weeks prior to Tenders being advertised. The Bidder shall supply the Employer with an electronic copy of the Tender/contract document once approved.

On approval of the detail design drawings, two sets of paper prints must be submitted to the employer for signature. One set will be kept by the Employer and the other returned to the Bidder. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block. The Bidder shall be responsible for providing the Employer with the required number of (hard) copies of plans and Tender documents for Tender purposes.

C3.4.2.3 Working Drawings

The Bidder shall prepare any further plans, designs and drawings (over and above the Tender drawings), which may be necessary for the execution of the works.

C3.4.2.4 Construction Stage

The Bidder shall submit as-built plans to the employer in electronic format (preferably pdf, dwg, shapefiles or dxf) as well as one complete set of paper prints. The completion of all consulting services (including the final inspection at the end of the construction defects liability period, the preparation of the Final Approval Certificate and Final Payment Certificate) shall be deemed included in the construction stage.

C3.4.2.5 Targeted Procurement

The Bidder shall provide all services related to targeted procurement in respect of the construction contract, the cost of which shall be allowed for in the percentage fee Tendered.

C3.4.2.6 Additional Services

Construction monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the input of an experienced individual (the Engineer's representative) on site, although not always full time. If the Bidder considers it necessary for the Engineer's

Representative to devote more time to a project, then he shall arrange with the employer at the planning stage of the project.

Given that it is common practice in the industry to buy in the services of suitable construction monitoring staff once a project reaches the construction state, the Bidder has not been required to commit himself to any particular individual at Tender state (this contract). It must however be noted that the Employer requires the services of a qualified and competent individual, registered as a professional engineer or technologist, with at least one year's experience in construction monitoring. The employer reserves the right to reject any proposed construction monitoring staff that does not meet these minimum requirements, and to demand an individual with the necessary experience.

Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Bidder, in submitting a Tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the Client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the Tender. The Bidder shall, as such, execute all of the duties of the Client as contemplated in the Construction Regulations. Costs towards the appointment of such consultants must be cleared out with the employer before any appointment is made.

The Bidder's attention is also drawn to the responsibilities of the designer of the structures in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Bidder shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and Construction Regulations, 2003, ensure that any sub consultants/contractors employed by the Bidder also comply with the requirements of the Act and Regulations. The Bidder shall enter into an agreement with the employer in this regard before the commencement of any work related to this contract.

C3.4.3 Reporting Requirements

A detailed program must be submitted to the Employer before any commitments are made by either the employer or the Bidder. The Bidder shall prepare and submit a Tender evaluation report to the Employer within two weeks of Tenders for the construction works having been received. Once construction is underway, the Bidder shall submit monthly narrative reports (Format will be given to successful bidder(s) in due time), expenditure cash flows, quarterly cost reports, scope change reports to the employer showing expenditure in respect of both the Bidder's appointment and the construction contract together with the anticipated spend to the end of the financial year in question.

C.3.4.4 Approvals

The Bidder shall be responsible for obtaining the following approvals:

- Environmental Impact Process (ROD)
- Approval of the implementation programme from the employer,
- Approval of the detail design, drawings and contract document from the Employer,
- Way leave approval from all service authorities,

- Applications to relevant Authorities or SOE's e.g. Eskom Connections
- Approval of the Engineer's Representative from the Employer.
- Any decision resulting in a financial change to the project.
- Notwithstanding any approval received from the Employer, the Bidder shall remain responsible for all work carried out by the Bidder in terms of this contract.

C.3.4.5 Key Personnel

The Bidder must maintain the involvement of the key personnel allocated to this Tender and per project, as the needs of this contract require. If for any reason these personnel are removed from the specific project, site or office the consulting firm shall replace this specific person with an equal or better qualified and CV's of the person with equal or better experience and capability. Points are given during this Tender Pre-Qualification stage for the key personnel indicated, thus these personnel must be involved and be used in design and/or Project Management

C3.5 Procurement

C3.5.1 Appointment and Remuneration

A single appointment will be made per project in terms of this contract and the Tender as stated in the schedule of activities. The Consultant will be remunerated in terms of the fee structure contained in the ECSA Guidelines (as defined previously in this document) and the Tender offered in the schedule of activities. Interim progress payments will be made upon delivery of invoices

and the appropriate supporting documentation with regard to work completed.

Regular project monitoring and progress feedback meetings with the employer will be required. The intervals and venue will be determined by the employer. The basic professional fees must make allowance for this.

C3.5.2 Time Frame

The project time frame for the project will be finalized upon appointment of the consultant.

C3.6 Access to land / buildings / sites

The Employer shall make all necessary provisions for the Service Provider to have access to the Land / Building / site. In the event of the construction phase of the project, the provisions of the construction phase Contract Documentation will apply.

C3.7 Planning and Programming

C3.7.1 Planning

The Service Provider shall ensure that he/she:

- is well informed with regard to the Employer's overall implementation programme for construction and investigative projects and make available resources as required to efficiently complete required services; and
- compile designs, procurement documentation, tender evaluation reports timeously as not to unnecessarily delay the implementation of the construction or investigative projects.

Programming

The Service Provider shall for the Period of Performance provide and regularly (maximum monthly) update a Contract Programme per project which need to be submitted to the Employer.

The programme shall at minimum contain:

- a) Time Scale (minimum): Days, where the project period does not exceed three months. Weeks, where the project period exceeds three months.
- b) Time Scale (maximum): Months, where the project period does not exceed one year. Years, where the project period exceeds one year.
- c) Tasks: Health and Safety Specifications; Health and Safety Plans and Health and Safety Audits shall be presented per active construction and investigative projects. Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the project shall be grouped. Resources allocation and task dependency shall be indicated.
- d) Multiple Project Programming: Where multiple projects are part of the same Contract documentation, the Service Provider shall provide a programme per project. However, where interdependency exists the programmes shall be integrated, but divided on the highest level per project followed subsequently by further divisions per phase or stage.
- e) Start and Finish Dates: All tasks shall have specific start and finish dates.
- f) Critical Path: All tasks forming the programme line that will establish any delays in the overall project period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.
- g) Progress Tracking: The Service Provider shall be required to periodically indicate the project progress per task graphically and on a percentage basis.
- h) Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme.

C3.8 Software Application for Programming

Only Windows Microsoft Project programming software package will be accepted. Other software might be introduced during the contract period for which training will be provided and the Service Provider will be required to update.

C3.9 Format of Communications

All Contract communication shall be in English and in writing (letters, faxes and electronic mail).

C3.10 Management Meetings

The Service Provider shall be required to attend monthly:

- a) Site meetings and site visits where Contract projects have a construction phase or stage;
- b) Technical coordination meetings with the Employer every second week; and
- c) Contract progress meeting with the Employer, at dates and venues to be agreed.

C3.11 Forms for Contract Administration

The Service Provider shall maintain a file (hard copy and electronically) per Contract project, which shall contain:

- a) the details of the contractor;
- b) project programme, with commencement and completion date;
- c) procurement information; reports, minutes, letters, faxes, emails of all project or project related correspondence; record documentation, reports, designs, and drawings; a copy of the Health and Safety Plan and the Environmental Management Plan;
- d) record of cost implications, variations, claims and disputes; and
- e) Empowerment (Labour, training and subcontracting) records. At the end of this Period of Performance the Service Provider shall hand-over such hard copy files to the Employer, including all electronic records, documentation, reports, designs, and drawings.

C3.12 Electronic Payments

The Service Provider shall provide all necessary information to facilitate effective electronic payment, as required by the Financial Department of the Employer.

C3.13 Daily Records

Where the Employer requires the Service Provider to perform work on a time-and-cost basis, such work shall be remunerated on actual time and cost incurred by the PSP, who will be required to submit proof.

C3.14 Payment Certificates

The Service Provider shall be required to complete a progress report before he will be allowed to complete the standard payment certificate required to be submitted with his tax invoice. To this end the Service Provider shall make himself available for a progress reporting training session or presentation to be facilitated by the Employer.

C3.15 Use of Documents by the Employer

All information (communications, designs, drawings, documents or reports) provided to the Employer by the Service Provider, in the course of performing the service required for this Contract, are intended to ensure that the programme are implemented successfully.

C3.16 Property provided for the Service Provider's use

The Service Provider shall provide all physical resources, including properties, for the successful execution of the project.

C3.17 Proof of Compliance with the Law

The Service Provider shall ensure that he complies to all prevailing legislation that applies to the provision of his services as part of this Contract and indemnifies the Employer where he deliberately neglects compliance with such legislation.

C3.18 EPWP / Targeted Enterprise

As part of this Contract the Service Provider shall ensure that a feasibility study is done on all projects for possible inclusion of EPWP. The consultant doing this MUST be accredited to perform these feasibility studies by an accredited learning institution.

The Service Provider shall, for monitoring purposes, keep monthly records and transmit to the Client data on the following indicators on a date set by the Employer with regard to all projects implemented:

- Project budget and planned output according to EPWP requirements
- Actual Project Expenditure and actual output according to EPWP requirements
- Planned and achieved labour intensity
- Number of work opportunities created
- Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
- Wage rate earned on project
- Number of person-days of employment created
- Copies of Certified Identity documents of workers
- Attendance Register in the format provided for by the Employer,
- Proof of Payment for all qualifying EPWP Labour.
- Signed contracts between contractors and Labourers.
- Proof of (Unemployment Insurance Fund) UIF deductions.
- Proof of good standing with the Compensation for Occupational Injuries and Diseases ACT (COIDA)

- Number of persons who have attended training including the nature and duration of training provided
- Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework provided or delivered in accordance with indicators in the EPWP M & E Framework. In addition to reporting requirements for the purpose of Work Opportunities created. The service provider shall structure all construction contracts to allow for the development of EME designated Contractors (which will be procured in line with the Employer's Supply Chain Management Policies) and keep monthly records and transmit to the Client data on the following indicators on a date set by the Employer with regard to all projects implemented:
- Project budget and planned output in terms of work packages set aside for subcontracting.
- Actual Project Expenditure and actual output according as per templates issued by the Employer.
- Keep Record of EPWP job opportunities created through Targeted Enterprise engagement.
- BEE certification of EMEs
- CIDB Registration of EME's
- Letter of Good Standing with Department of Labour,
- Company Registration of EME.s
- Appointment Letter and Contract with Lead Contractor.

C3.19 Transfer of Knowledge & Skills

C3.19.1 Exempted Micro - Enterprises (EME's)

The commitment of the Employer to Government Policy concerning the empowerment of the EMEs shall be noted and adhered to by service provider. The Employer will use these term contracts to pave entry for emerging service providers and entities owned and managed by historically disadvantaged individuals (HDI's).

The Employer reserves the right to appoint more than one Service Provider wherein an attempt will be made to transfer skills from established Service Providers to Service Providers owned by Historically Disadvantaged Individuals (HDIs). In cases where such an appointment is done, performance management will be monitored on the basis of skill transfer plan that will be entered into at the beginning of the project.

The Service Provider needs to discuss their approach to transfer of knowledge as well as their cooperation and willingness to participate in this objective of the Employer in their proposal submission. The Service Providers will have to provide reference(s) to previous occasions where the Service Providers were involved in the transfer of skills both the organization as well as the receiving parties detail will be required.

C3.19.2 Engineering Capacitating Programme

The commitment of the Employer to its Engineering Capacitation Programme should be noted. The objective is to ensure some of the Employer's selected engineering staff are empowered and developed professionally to ensure that they are able to register with a recognized professional body. The Employer will use these term contracts to develop selected employees with respect to Employees' personal development plan ideally for the registration with Engineering Council of South Africa (ECSA) as professional members and South African Council for the Project and Construction Management Professions (SACPCMP).

The Employer shall set out these skills transfer objectives in the scope of works on selected Work Packages. The skills transfer and transfer of Knowledge objective will not be priced separately.

C3.20 Pairing

The Employer reserves the right to appoint a Service Provider in a JV with another Service Provider when the Employer is of the opinion that the appointed Service Provider requires assistance. The Employer also reserves the right to combined Service Providers (Electrical, Mechanical and Civil) from the Resource Database in order to make up the best possible team for any given projects.

C3.21 Quality Assurance

The Service Provider needs to discuss their quality assurance system that will be employed during contract period in their proposal submission. The Service Provider needs to highlight the quality assurance system that will be used, how it will ensure quality and what value added engineering it might generate.

C3.21 Performance Monitoring

A performance monitoring system will be agreed with the appointed Service Provider and audits will be conducted throughout the project lifecycle. The performance of the appointed Service Provider will determine future work from the Resource Database as well as the release of the performance fees.

C3.22 General Non-Compliance to Code of Conduct and any Claims due to Engineer's error

The Municipality will not be held liable for any claims whatsoever, arising due to errors made by the appointed Engineer in their execution of their duties, their overall Design, their Bill of Quantities, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements and/or approvals not complied to.

The Consulting Engineer manages the Contract as agent of the Municipality, as such represents the Municipality and thus remains the Project Principal/Director/Manager throughout, with due responsibility and professionalism. Typical example of such claims include: Contractor standing time Claims due to non-compliance of Environmental Legislation; Extension of Time claims due to errors in the Bill of Quantities and/or Design; Extension of Time due to poor Construction Monitoring etc.

The Engineer must take responsibility for his design, must manage the contractor, monitor construction works and the performance, ensure adequate design supervision, be pro-active & act pre-emptively when errors do arise. Consultants, and any appointed representative (RE, ER), must at all times comply to the ECSA Rules of Conduct as set out in Government Gazette No. 28605, 17 March 2006, BOARD NOTICE 15 OF 2006: Rules of Conduct for Registered Persons: Engineering Profession Act, 2000: (Act No. 46 of 2000). Severe non-compliance hereof may result in removal of the Bidder from the panel or reduced appointment and allocated workload.

Particular attention will be given to adequate construction and warning signage visible; general OHS adherence during works, general Public & Traffic accommodation during works and sufficient site demarcation / barricading.

RULES OF CONDUCT AS SET OUT IN GOVERNMENT GAZETTE NO. 28605, 17 MARCH 2006, BOARD NOTICE 15 OF 2006: RULES OF CONDUCT FOR REGISTERED PERSONS: ENGINEERING PROFESSION ACT, 2000: (ACT NO. 46 OF 2000):

Competency

3(1) Registered Persons: -

- a) must discharge their duties to their employers, clients, associates and the public effectively with skill, efficiency, professionalism, knowledge, competence, due care and diligence;
- b) may not undertake or offer to undertake work of a nature for which their education, training and experience have not rendered them competent to perform;
- c) must, when carrying out work, engage in and adhere to acceptable practices.

Integrity

3(2) Registered Persons: -

- a) must discharge their duties to their employers, clients, associates and the public with integrity, fidelity and honesty;
- b) must not undertake work under conditions or terms that would compromise their ability to carry out their responsibilities in accordance with acceptable professional standards;
- c) must not engage in any act of dishonesty, corruption or bribery;
- d) must disclose to their employers and clients, or prospective employers or clients, in writing:
 -
 - i. any interest, whether financial or otherwise, which they may have in any business undertaking, or with any person, and which is related to the work for which they may be or have been employed; and
 - ii. particulars of any royalty or other benefit which accrues or may accrue to them as a result of the work; with the client or employer concerned;
 - iii. the status pertaining to professional indemnity insurance cover;
- e) may not, either directly or indirectly, receive any gratuity, or commission or other financial benefit on any article or process used in or for the purpose of the work in respect of which they are employed, unless such gratuity, commission or other financial benefit has been authorised in writing by the employer or client concerned;
- f) must avoid any perceived, real or potential conflict of interest;
- g) may not knowingly misrepresent, or permit misrepresentation of their own academic or professional qualifications or competency or those of any other person involved with work, nor knowingly exaggerate their own degree of responsibility for any work or that of any person;
- h) must give engineering decisions, recommendations or opinions that are honest, objective and based on facts that are used in reaching recommendations or opinions given to clients or employers;
- i) may neither personally nor through any other person, improperly seek to obtain work, or by way of commission or otherwise, make or offer to make payment to a client or prospective client for obtaining such work;
- j) may not, unless required by law or by these Rules, divulge any information of a confidential nature which they obtained in the exercise of their duties;

- k) must notify Council immediately if they become aware of a violation of these Rules by any other Registered Person;
- l) must notify council immediately they become insolvent.
- m) must without delay notify Council if they become aware of any Registered Person who is subject to one or more of the following:
 - i. (i) removal from an office of trust on account of improper conduct;
 - ii. (ii) being convicted of an offence and sentenced to imprisonment without an option of a fine, or, in the case of fraud, to a fine or imprisonment or both.

Public Interest

3(3) Registered Persons: -

- (a) must at all times have due regard and priority to public health, safety and interest;
- (b) must when providing professional advice to a client or employer, and if such advice is not accepted, inform such client or employer of any consequences which may be detrimental to the public health, safety or interests and at the same time inform the Council of their action;
- (c) must without delay notify Council if they become aware of any person who has been declared medically unfit by a registered medical practitioner to practise as a Registered Person.

Environment

3(4) Registered Persons must at all times –

- (a) have due regard for, and in their work avoid, adverse impact on the environment; and
- (b) adhere to generally accepted principles of sustainable development.

Dignity of the Profession

3(5) Registered Persons: -

- (a) must order their conduct so as to uphold the dignity, standing and reputation of the profession;
- (b) may not, whether practising their profession or otherwise, knowingly injure the professional reputation or business of any other Registered Person;
- (c) must provide work or services of quality and scope, and to a level, which is commensurate with accepted standards and practices in the profession;
- (d) may not knowingly attempt to supplant a Registered Person in a particular engagement after the client has employed such Registered Person;
- (e) may not advertise their professional services in a self-laudatory manner that is derogatory to the dignity of the profession;
- (f) may not review for a particular client work of another Registered Person, except -
 - (i) with the prior knowledge of the other Registered Person, who must be afforded a reasonable opportunity to submit comments to the client on the findings of the review; or
 - (ii) after receipt of a notification in writing from the client that the engagement of the other Registered Person has been terminated; or
 - (iii) where the review is intended for purposes of a court of law or other legal proceedings, including proceedings arising from these Rules.

Administrative 4.

Registered Persons: -

- (a) may not without satisfactory reasons destroy or dispose of, or knowingly allow any other person to destroy or dispose of, any information within a period of 10 years after completion of the work concerned;
- (b) may not place contracts or orders, or be the medium of payments, on their employer's or client's behalf without the written authority of the employers or clients;
- (c) may not issue any information in respect of work prepared by them or by any other person under their direction or control, unless –

- (i) such information bears the name of the organisation concerned; and
- (ii) information so issued is dated and signed by the Registered Person concerned or another appropriately qualified and authorised person;
- (d) must order their conduct in connection with work outside the borders of the Republic of South Africa in accordance with these rules in so far as they are not inconsistent with the law of the country concerned: Provided that where there are recognised standards of professional conduct in a country outside the Republic, they must adhere to those standards in as far as they are not inconsistent with these rules.
- (e) must always ensure adequate supervision of, and take responsibility for, work carried out by their subordinates;
- (f) must ensure that, while engaged as partners, directors, members or employees of a business undertaking which performs work, the control over the work is exercised, and the responsibility in respect thereof is carried out by a Registered Person other than a person registered as a candidate in terms of section 18 (1)(b) of the Act;
- (g) must, when requested by the Council to do so, in writing provide the Council with all the information available to them which may enable the Council to determine which registered person was responsible for any act which the Council may consider prima facie to be improper conduct; (h) must notify Council without delay of any change of his or her physical address;
- (i) must within 30 days respond to correspondence received from clients, colleagues and Council in so far as it relates to work or proceedings in terms of these Rules.