



SOL PLAATJE LOCAL MUNICIPALITY

THE PROVISION OF PROFESSIONAL SERVICES IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

TENDER NO: INF/CE/05/2024

Volume 1A: Tenda Data, General Clauses & Returnable Documents

CLOSING DATE: 19 JUNE 2024 AT 10H00

Employer:

The Municipal Manager
SOL PLAATJE LOCAL MUNICIPALITY
Private Bag X5030
KIMBERLEY
8300

General Enquiries: Mr Winston Moyahi
Tel: +27 53 830 6750
E-Mail: wmoyahi@solplaatje.org.za

Name of Tenderer: _____

Contact person: _____

Tel: _____ **Cell:** _____

Email: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES



SOL PLAATJE LOCAL MUNICIPALITY

PROVISION OF PROFESSIONAL SERVICES IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS: TENDER NO: INF/CE/05/2024

T1 TENDERING PROCEDURES

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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SOL PLAATJE LOCAL MUNICIPALITY

PROVISION OF PROFESSIONAL SERVICES IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS: TENDER NO: TENDER NO: INF/CE/05/2024

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ADVERTISEMENT
INVITATION TO TENDER
SOL PLAATJE LOCAL MUNICIPALITY

PROVISION OF PROFESSIONAL SERVICES IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS: TENDER NO: INF/CE/05/2024

The Sol Plaatje Local Municipality (SPM) invites competent and experienced Service Providers in the Built Environment to provide the following services:

- Civil & Structural Engineering Services
- Electrical Engineering Services
- Mechanical Engineering Services (Water & Sewer related infrastructure)
- Architectural Services
- Quantity Surveying Services
- Water Conservation & Water Demand Management Services
- Feasibility Studies and Applications for Finance for Major Infrastructure Projects

The purpose of this Framework Tender is to pre-qualify eligible Professional Service Providers for appointment to a Panel of Professional Service Providers (Pool of Professional Service Providers) to render consulting services for a period of three (3) years **as and when required**, from which the pre-qualified service providers may be invited to enter into Framework Contracts with the Municipality for the implementation of capital and maintenance projects. The Framework Tender is targeted for small to large-scale projects of up to R3 Billion.

This document deals with the eligibility and functionality criteria, whereafter Stage 2: Request for Proposals and Quotation Tenders will be called for as specific projects or work packages over the term of the appointment and under the following typical work categories. Bidders are to specify and clearly mark on the Tender Document, which Pool they are bidding for. **ONLY ONE POOL CAN BE TENDERED FOR EITHER POOL A OR POOL B.**

POOL A : MEDIUM SIZE TO LARGE CONSULTANCY FIRMS

- **Category A:** Potable Water and or Waste-Water Treatment Plants
- **Category B:** Structural Engineering Services on Water Retaining Structures
- **Category C:** Pipelines (Refurbishment and new pipeline infrastructure)
- **Category D:** Pumping Stations for Water and Waste-Water
- **Category E:** Planning & Feasibility Studies for major infrastructure upgrades

- **Category F:** Electrical Engineering Services (Heavy Current (MV & LV Distribution up to 33Kv)
- **Category G:** Mechanical Engineering Services (Static & Rotating Machinery for Water & Waste-Water Treatment Plants & Pumpstations)
- **Category H:** Water Conservation Demand Management (meter installations, pressure management, reticulation design, as well as pipe replacements)
- **Category I:** Architectural Services for Municipal Buildings and Infrastructure
- **Category J:** Quantity Surveying services for Municipal Infrastructure related services

POOL B : SMALL & EMERGING CONSULTANCY FIRMS

- **Category A:** Water & Sanitation Projects (Reticulation, Pump stations and Bulk Supply Pipes less than 500mm diameter)
- **Category B:** Roads & Stormwater Projects (Stormwater networks, Attenuation ponds etc.)
- **Category C:** Structural Engineering Services on Water Retaining Structures & Buildings
- **Category D:** Mechanical Engineering Services (Pumpstations & Minor Static and Rotating Machinery for Water & Wastewater Treatment Plants)
- **Category E:** Electrical Distribution networks and Upgrades up to 11Kv
- **Category F:** Architectural Services for Municipal Buildings and Infrastructure
- **Category G:** Quantity Surveying services for Municipal Infrastructure related services

| Bid no. and description | Compulsory briefing session | Closing date, time and place | Evaluation Criteria | Disciplines |
|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| INF/CE/05/2024 Sol Plaatje Local Municipality: Pool of Professional Service Providers | A Compulsory briefing meeting with representatives of the Employer will be held on Monday 03 June 2024 at 10:00 am at SCM Emergency Assembly Point, Municipal Stores Complex, Abattoir Road, Ashburnham, KIMBERLEY. Confirmation of attendance will be recorded, and signing of site attendance will take place at the site meeting by the Line Manager. The Attendance Register will be signed 15 Minutes prior to the meeting. The bidders are encouraged to attend the site meeting. | 19 June 2024 at 10h00 at Sol Plaatje Local Municipality, SCM Building, Abattoir Road, Ashburnham, Kimberley, 8301 | 90/10 for Price Preferential points (Stage 2 Only) | - Municipal Engineering Services (Civil, Structural) - Mechanical Engineering services Electrical Engineering Services - Architectural Services - Quantity Surveying Services |

One complete set of documents is available from **27 May 2024 @ 14:00 pm** at the **Supply Chain Management Unit, MUNICIPAL STORES COMPLEX OPPOSITE SECURITY, ABATTOIR ROAD, ASHBURNHAM, KIMBERLEY** from Mondays to Fridays from 08H00 till 15H00 for R1000.00

OR

The document is available at <http://www.etenders.gov.za> or <http://www.solplaatje.org.za> at no cost.

Only bids that obtain a minimum score of 70 points in terms of the Functionality Criteria outlined below, **will proceed to form part of the Panel of Consultants**. The second stage of evaluation in terms of Price and Preferential Procurement Milestones will be concluded at the time of invitation to bid for project-specific assignments when required.

POOL A CONSULTANTS

| Criteria | Maximum Points |
|-------------------------------------------------------------------------------------------------|-----------------------|
| Previous Experience of Bidder in similar Work/Discipline (Category) Tendered for | 30 |
| Experience of Key Permanent Staff and Professional Registration in the field being tendered for | 30 |
| Company Size | 20 |
| Approach Paper – Specific (Category) Tendered For | 15 |
| Quality Management System (QMS) | 5 |
| The maximum possible score for quality (Ms) | 100 |

Bidders are to submit separate and appropriately marked supporting documentation, (Company Experience Project Team Experience, Competent AND Registered Project Team Members), for each category tendered for.

POOL B CONSULTANTS

| Criteria | Maximum Points |
|-------------------------------------------------------------------------------------------------|-----------------------|
| Previous Experience of Bidder in similar Work/Discipline (Category) Tendered for | 30 |
| Bidder's highest contract value | 10 |
| Professional Indemnity Cover | 10 |
| Experience of Key Permanent Staff and Professional Registration in the field being tendered for | 10 |
| Qualifications of Company Director(s) in relevant field | 10 |
| Project Team Experience | 10 |
| Staff Complement / Company size | 15 |
| Quality Management System (QMS) | 5 |
| The maximum possible score for quality (Ms) | 100 |

Confirmation of attendance of the Compulsory Briefing Session will be recorded on the site Inspection Certificate included in Section T2.2 of the Bid Document.

Bids will remain valid for a period of **120 days** from the closing date. No late, faxed, e-mailed or other form of bid will be accepted.

Any queries relating to this tender should be addressed, in writing to Mr Winston Moyahi, wmoyahi@solplaatje.org.za.

SPM reserves the right not to accept the lowest bid, to accept a bid in part or in whole, or not to accept any bid at all.



SOL PLAATJE LOCAL MUNICIPALITY

**PROVISION OF PROFESSIONAL SERVICES IN THE BUILT
ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3)
YEARS: TENDER NO: INF/CE/05/2024**

T1.2 TENDER DATA

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |
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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's Board (contained in Government Gazette No. 42622 of 08 August 2019), bound into section T1.3.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data also contains project-specific amendments to the Standard Conditions of Tender applicable to this document. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender |
|----------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | Actions | <p>The Employer is Sol Plaatje Local Municipality.</p> <p>The term “bid” in the context of this standard is synonymous with term “tender”.</p> |
| 1.2 | Tender documents | <p><u>Tender / Contract Document</u></p> <p>The tender documents issued by the employer comprise one volume only and consist of the following:</p> <p>PORTION 1: TENDER</p> <p>Part T1 Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender</p> <p>Part T1.2 Tender Data</p> <p>Part T1.3 Standard Conditions of Tender</p> <p>Part T1.4 PPPFA Act 2000: Preferential Procurement Regulations 2017</p> <p>Part T2 Returnable Documents and Schedules</p> <p>Part T2.1 Returnable Documents</p> <p>Part T2.2 Returnable Schedules</p> <p>Part T2.3 Checklist</p> <p>PORTION 2: CONTRACT</p> <p>Part C1 Agreements and Contract Data</p> <p>Part C1.1 Form of Offer and Acceptance</p> |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | |
|----------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| | | Part C1.2 | Contract Data |
| | | Part C2 | Pricing Data |
| | | Part C2.1 | Pricing Instructions |
| | | Part C2.2 | Bill of Quantities |
| | | Part C3 | Scope of Work |
| | | Part C3.1 | Description of the Works |
| | | Part C3.2 | General Requirements |
| | | Part C3.3 | Safety, Health, Environment, Quality and Risk (SHEQ-R) |
| | | Part C3.4 | Site Information |
| | | Part C3.5 | SOL PLAATJE Special Conditions |
| 1.3.2 | Interpretation | <p><i>Replace this sub-clause with the following:</i></p> <p>These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.</p> | |
| 1.6 | Communication and Employer's Agent | <p><i>Add the following to Clause 1.6.1</i></p> <p>Allocation of Projects will be as follows:</p> <p>Tenderers that scored the highest scores in terms of the functionality criteria will be placed on the panel. When required to submit a request for proposal or request for quotation, tenderers on the panel will be requested to do so on a rotational basis to ensure fairness.</p> | |
| 2.1 | Eligibility | <p>Add the following:</p> <p>"Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> i) Only tenderers that score above the minimum threshold of 70 points of the maximum points for Quality, identified under the Quality Evaluation Schedule, will be considered. ii) Key Personnel must meet the minimum requirements for the key persons as stated in the Scope of works. iii) Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the Tenderer shall within a period of 14 working days replace the key personnel listed in T.2.2.2: Schedule 2 with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced | |

Tenderer

Witness 1

Witness 2

Employer

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| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender |
|----------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>individual who will be the single point of accountability and responsibility for the management of the project, and who is registered with ECSA as PrEng or PrTech Eng as a minimum.</p> <p>Failure to comply with the requirements or to complete T2.2.1, T2.2.2 & T2.2.3 may render the tender non-responsive.</p> <p>iv) Bidders must be registered on the National Treasury Central Supplier Database.</p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.</p> <p>The Employer may, in its discretion, subject to the provision of Section 4(1)(d) of the State Tender Board Act (Act 86 of 1968), condone any failure to comply with the foregoing condition."</p> |
| 2.2.1 | Cost of tendering | <p><i>Add the following to the clause 2.2.1:</i></p> <p>"Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent (if required)."</p> |
| 2.7 | Site visit and clarification meeting | <p>A Compulsory <u>Briefing Session</u> and site visit with a representative of the Employer will take place as reflected on the tender invitation. Bidders are encouraged to attend the briefing meeting.</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.3.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p> |
| 2.8 | Seek clarification. | <p><i>Replace the contents of the clause with the following:</i></p> <p>"Request clarification of the tender documents, if necessary, by notifying the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least seven (7) working days before the closing time stated in the Tender Data."</p> |
| 2.9 | Insurance | <p><i>Add the following to the clause:</i></p> <p>"The Tenderer shall be responsible to affect all insurance as required for the purposes of executing the Contract."</p> |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender |
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| 2.11 | Alterations to documents | <p><i>Replace the last sentence of the clause with the following:</i></p> <p>“To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p> <p>Corrections in terms of price may not be made by means of a correction fluid such as Tipp-Ex or a similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered.</p> <p>Tampering with or taking the documents apart is strictly prohibited.”</p> |
| 2.12.1 | Alternative Tender offers | <p><i>Add the following to the clause:</i></p> <p>All alternative tender offers shall be referred to in Section T2.3: Alterations to Tender.</p> |
| 2.13.2 | Returnable documents | <p><i>Replace the contents of the clause with the following:</i></p> <p>Return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p> |
| 2.13.3 | Copy of Tender Offer | <p>The original and one copy of the complete bid must be submitted.</p> <p>One (1) scanned copy of the document is also required on a memory stick.</p> |
| 2.13.4 | Tender offer | <p><i>Add the following to the clause:</i></p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13-3.</p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.</u></p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a certified copy of the Certificate of Incorporation of such company shall, together with a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</p> |

Tenderer

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Witness 2

Employer

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Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | | | | | | | | | |
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| | | <p>In the case of a CLOSED CORPORATION submitting a tender, include a certified copy of the Founding Statement of such corporation, together with a <u>resolution by its members</u> 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, <u>all the partners</u> 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 <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, include <u>a resolution</u> 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><u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.</u></p> | | | | | | | | | |
| 2.13.5 | Tender packaging | <p>The Employer's address for delivery of tender offers:</p> <p>Tender box at the offices of Sol Plaatje Local Municipality</p> <p>Sol Plaatje Local Municipality, SCM Building, Abattoir Road, Ashburnham, Kimberley, 8301</p> <p>Identification details: Provision of Professional Services as and when required for a period of three (3) years: Tender No: INF/CE/05/2024.</p> <p>The name and address of the tenderer shall be entered on the back of each envelope.</p> | | | | | | | | | |
| 2.13.6 | Two envelope system | <p>A two-envelope procedure <u>will be</u> followed. <u>Option 2</u></p> <p>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.</p> | | | | | | | | | |
| 2.14 | Information and Data to be completed in all respects | <p><i>Add the following to the clause:</i></p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>STAGE 1 - This stage requires tenderers to complete:</p> <table> <tr> <td>Section T2.1</td> <td>:</td> <td>Standard Bidding Documents</td> </tr> <tr> <td>Section T2.2</td> <td>:</td> <td>Returnable Documents</td> </tr> <tr> <td>Section T2.3</td> <td>:</td> <td>Returnable Schedules</td> </tr> </table> | Section T2.1 | : | Standard Bidding Documents | Section T2.2 | : | Returnable Documents | Section T2.3 | : | Returnable Schedules |
| Section T2.1 | : | Standard Bidding Documents | | | | | | | | | |
| Section T2.2 | : | Returnable Documents | | | | | | | | | |
| Section T2.3 | : | Returnable Schedules | | | | | | | | | |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender |
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| | | <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. (Stage 2 requirement)</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>“Accept that the Employer shall in the evaluation of tenders take due account of the Tenderers’ past performance in executing of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”</p> |
| 2.15.1: | Closing time | <p>The closing time for submission of tender offers is:</p> <p>As reflected in the Tender Advertisement.</p> |
| 2.16 2.16.1 | Tender Offer validity | <p>The Tender Offer validity period is 120 days.</p> <p><i>Add the following to the clause:</i></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 following working day.”</p> |
| 2.16.5 | Withdrawal of Tender offer | <p><i>Add the following new clause:</i></p> <p>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the</p> |

Tenderer

Witness 1

Witness 2

Employer

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| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender |
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| | | Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed. |
| 2.17 | Clarification of Tender Offer after Submission | <i>Replace the contents of the clause with the following clause:</i> "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 resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals. No change in the unit rate or prices or substance of the Tender Offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals and shall be binding upon the Tenderer." |
| 2.18.1 | Financial Standing | <i>Add the following to the clause:</i> Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1) (d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture. |
| 2.19 | Inspections, tests and analysis | The Tenderer must provide access during working hours to his premises for inspections on request. |
| 2.22 | Return of other tender documents | Return all retained tender documents prior to the closing time for the submission of Tender Offers. |
| 2.23 | Certificates | All the certificates/information/documents listed in section T2.2 (List of Returnable Documents) must be provided with the tender offer. In cases where the tenderer has failed to submit any of the documents above with the tender, the Employer reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7 (seven) calendar days from date of notification. |
| <i>Add the following new</i> | Canvassing and obtaining of additional | 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 |

Tenderer

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Employer

Witness 1

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| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender |
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| clause: "2.24 | information by tenderers | tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders." |
| Add the following new clause: "2.25 | Prohibitions on awards to persons in service of the state | Accept that the Employer is prohibited to award a tender to a person: - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity. "In the service of the state" means to be – a) 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; 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; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature." |
| Add the following new clause: "2.26 | Awards to close family members of persons in the service of the state | Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including – a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. |

Tenderer

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Employer

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| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender |
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| | | 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 T2.2.19 (Form S: Compulsory Enterprise Questionnaire) on page T2.2-38 must be completed. |
| 3.1 | Respond to clarification | <i>Replace the contents of the clause with the following:</i> "Respond to a request for clarification received up to five (5) calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents" |
| 3.4 | Opening of Tender submissions | Tenders will be opened immediately after the closing time for tenders, at the same venue. |
| 3.5 | | A two-envelope procedure will not be followed. |
| 3.9 3.9.1 | Arithmetical errors | <i>Replace the contents of the clause with the following:</i> "Check responsive Tender Offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the <u>rate shall govern and the line item total shall be corrected.</u> c) Where there is a discrepancy between the amount indicated in the tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. d) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals. Consider the rejection of a Tender Offer if the Tenderer does not accept the correction of the arithmetical errors in the manner described above." |
| 3.11 3.11.1 | Evaluation of Tenders General | All eligible bids received will be evaluated in two stages - first in terms of functionality as described below. All bids that obtain the minimum score for functionality will subsequently be assessed during Stage 2 of the assessment (RFQ and Proposal Stage) in accordance with the 80/20 preference point systems prescribed in the Preferential Procurement Regulations. |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | | | | | | | | | | | | | | | | | | | |
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| | | <p>Points for functionality shall be allocated as described in the Functionality Criteria Evaluation Table below and 70 points will be required as a minimum to be enlisted in the Database of Professional Services Providers.</p> <p>POOL A CONSULTANTS</p> <table><tr><th>Category & Criteria</th><th>Functional Requirements</th><th>Municipal Infrastructure & Building Projects</th></tr><tr><td><p>Category A</p><p>Tenderer Experience:</p><p>Previous Experience – Project related.</p></td><td><p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p><p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring.</p></td><td><p>Design and Contract Administration of Water and or Wastewater Treatment Plants of minimum 20MI/day</p><p>15 Points for the first Project and 5 points per additional Project [30 Max]</p></td></tr><tr><td colspan="3"><p>Submit separate proof of company experience and key personnel experience & qualifications for each category.</p></td></tr><tr><td><p>Category B</p><p>Tenderer Experience:</p><p>Previous Experience – Contract Value/Project Size</p></td><td><p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p><p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring.</p></td><td><p>Design and Contract Administration of Water Retaining Structures</p><p>Project Value greater than R30 mil or min 20MI Reservoir</p><p>20 Points for the first Project and 5 points per additional Project [30 Max]</p></td></tr><tr><td><p>Category C</p><p>Tenderer Experience:</p><p>Previous Experience – Project Size</p></td><td><p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p><p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with attachment of the appointment letter, failure to attach will result in zero scoring.</p></td><td><p>Design and Contract Administration of Water supply pipelines (Raw or portable water) of DN 500mm or greater.</p><p>1st Project - 15 Points and 5 points per additional Project [30 Max]</p></td></tr><tr><td><p>Category D</p><p>Tenderer's Experience:</p></td><td><p>Tenderer has successfully completed at least 1 similar and comparative projects.</p><p>1 Project = 15 Points Every additional project 5 points</p></td><td><p>Design and Contract Administration of Bulk Water and or Sewer Pumpstations with a project value exceeding R20 Million.</p></td></tr></table> | | Category & Criteria | Functional Requirements | Municipal Infrastructure & Building Projects | <p>Category A</p> <p>Tenderer Experience:</p> <p>Previous Experience – Project related.</p> | <p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p> <p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring.</p> | <p>Design and Contract Administration of Water and or Wastewater Treatment Plants of minimum 20MI/day</p> <p>15 Points for the first Project and 5 points per additional Project [30 Max]</p> | <p>Submit separate proof of company experience and key personnel experience & qualifications for each category.</p> | | | <p>Category B</p> <p>Tenderer Experience:</p> <p>Previous Experience – Contract Value/Project Size</p> | <p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p> <p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring.</p> | <p>Design and Contract Administration of Water Retaining Structures</p> <p>Project Value greater than R30 mil or min 20MI Reservoir</p> <p>20 Points for the first Project and 5 points per additional Project [30 Max]</p> | <p>Category C</p> <p>Tenderer Experience:</p> <p>Previous Experience – Project Size</p> | <p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p> <p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with attachment of the appointment letter, failure to attach will result in zero scoring.</p> | <p>Design and Contract Administration of Water supply pipelines (Raw or portable water) of DN 500mm or greater.</p> <p>1st Project - 15 Points and 5 points per additional Project [30 Max]</p> | <p>Category D</p> <p>Tenderer's Experience:</p> | <p>Tenderer has successfully completed at least 1 similar and comparative projects.</p> <p>1 Project = 15 Points Every additional project 5 points</p> | <p>Design and Contract Administration of Bulk Water and or Sewer Pumpstations with a project value exceeding R20 Million.</p> |
| Category & Criteria | Functional Requirements | Municipal Infrastructure & Building Projects | | | | | | | | | | | | | | | | | | | |
| <p>Category A</p> <p>Tenderer Experience:</p> <p>Previous Experience – Project related.</p> | <p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p> <p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring.</p> | <p>Design and Contract Administration of Water and or Wastewater Treatment Plants of minimum 20MI/day</p> <p>15 Points for the first Project and 5 points per additional Project [30 Max]</p> | | | | | | | | | | | | | | | | | | | |
| <p>Submit separate proof of company experience and key personnel experience & qualifications for each category.</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>Category B</p> <p>Tenderer Experience:</p> <p>Previous Experience – Contract Value/Project Size</p> | <p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p> <p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring.</p> | <p>Design and Contract Administration of Water Retaining Structures</p> <p>Project Value greater than R30 mil or min 20MI Reservoir</p> <p>20 Points for the first Project and 5 points per additional Project [30 Max]</p> | | | | | | | | | | | | | | | | | | | |
| <p>Category C</p> <p>Tenderer Experience:</p> <p>Previous Experience – Project Size</p> | <p>Tenderer has successfully completed at least 1 similar and comparative projects in the last 10 years.</p> <p>Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with attachment of the appointment letter, failure to attach will result in zero scoring.</p> | <p>Design and Contract Administration of Water supply pipelines (Raw or portable water) of DN 500mm or greater.</p> <p>1st Project - 15 Points and 5 points per additional Project [30 Max]</p> | | | | | | | | | | | | | | | | | | | |
| <p>Category D</p> <p>Tenderer's Experience:</p> | <p>Tenderer has successfully completed at least 1 similar and comparative projects.</p> <p>1 Project = 15 Points Every additional project 5 points</p> | <p>Design and Contract Administration of Bulk Water and or Sewer Pumpstations with a project value exceeding R20 Million.</p> | | | | | | | | | | | | | | | | | | | |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | | |
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| | | Previous Experience – Contract Value | Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with attachment of appointment letter, failure to attach will result in zero scoring. | 15 Points for the first project and 5 Point per additional project [30 Max] |
| | | Category E Tenderer's Experience: Previous Experience – | Tenderer has proven experience in the Planning and Feasibility Studies for Water Supply and or Wastewater Treatment Schemes and successful submission of applications for funding of such bulk infrastructure upgrades or refurbishment. At least 1 similar and comparative submission made. 1 st Project = 15 Points Every additional project 5 points Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter and or feasibility report and funding application acknowledgment letter, failure to attach will result in zero scoring. | Water and Wastewater Treatment Plants and Bulk Water Supply Feasibility Studies and Funding Applications Cost of the feasibility Study not less than R 1.5 million and/or the funding application min value of R250 Million. 15 Points for 1 st Project 5 Points per additional project [30 Max] |
| | | Category F Tenderer's Experience: Previous Experience – Contract Value | Tenderer has successfully completed at least 1 similar and comparative projects. 1 st Project = 15 Points Every additional project 5 points Max 30, Min 15 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter, failure to attach will result in zero scoring. | Planning, Design and Contract Administration of Roads and Stormwater infrastructure with a project value exceeding R20m or a minimum 5km. 15 Points for the first project and 5 Points per additional project [30 Max] |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | | |
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| | | <u>Category G</u> Tenderer's Experience: Previous Experience – Contract value | Tenderer has successfully completed at least 2 similar and comparative projects. 1 st Project = 15 Points Every additional project 5 points Max 30, Min 20 points at 5 points per suitable project. Points for each completed project to be scored with attachment of appointment letter, failure to attach will result in zero scoring. | Water Conservation and Demand Management Estimated cost of study no less than R1.5 Million 15 Points for 1 st project, 5 Points per additional project [30 Max] |
| | | <u>Category H</u> Tenderer's Experience: Previous Experience – Contract Value | Tenderer has successfully completed at least 2 similar and comparative project in Water/Wastewater Treatments and 1 similar or comparative project in electrical distribution network. 1 st Project = 15 Points Every additional project 5 points Max 30, Min 20 points at 5 points per suitable project. Points for each completed project to be scored with attachment of appointment letter, failure to attach will result in zero scoring. | Planning, Design and contract administration of projects relating to Water, Wastewater Treatment Plants and Electrical Reticulation network Project Value not less than R10Million |
| | | <u>Category I</u> Tenderer's Experience: Previous Experience – Contract Value | Tenderer has successfully completed at least 2 similar and comparative project mechanical engineering related to Water/Wastewater Treatments and Pumpstations 1 st Project = 15 Points Every additional project 5 points Max 30, Min 20 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter, failure to attach will result in zero scoring. | Planning, Design and contract administration of mechanical engineering projects relating to Water, Wastewater Treatment Plants and Pumpstations Project Value not less than R50Million |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | | |
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| | | <u>Category J</u> Tenderer's Experience: Previous Experience – Contract Value | Tenderer has successfully completed at least 2 similar and comparative building project 1 st Project = 15 Points Every additional project 5 points Max 30, Min 20 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter, failure to attach will result in zero scoring. | Planning, Architectural Design and Construction Monitoring of buildings relating to municipal services Project Value not less than R25Million 15 Points-1 st Project 5 Points per additional project [30 Max] |
| | | <u>Category K</u> Tenderer's Experience: Previous Experience – Contract Value | Tenderer has successfully completed at least 2 similar and comparative building project 1 st Project = 15 Points Every additional project 5 points Max 30, Min 20 points at 5 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter, failure to attach will result in zero scoring. | Quantity Surveying Services relating to municipal infrastructure projects Project Value not less than R25Million 15 Points- 1 st Project 5 Points per additional project [30 Max] |
| | | Please Note: Submit separate proof of company experience and key personnel experience & qualifications for each category. | | |
| | | Experience of Permanent key staff (Max points: 30) where applicable | Registered Company Director / Principal with post-registration experience in the field/category being bid for - <10 years : 10 points - <5>10 years: 7.5 points - >5 years : 5 points | 10 points Max; Min 5 points |
| | | | Qualifications of Company Director / Member - Registered professional with a bachelor's degree (BEng/BSc/BArch/BTech) in the field being bid for | 10 Points Max; Min 5 points 5 points for each professionally registered and qualified company Member/Director |

Tenderer










Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tenderer Witness 1 Witness 2 Employer Witness 1 Witness 2

INF CE O5 2024 Final Tender Document - Panel of Consultants April 2024



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | | | | | | | | |
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| | | Quality Management System (QMS) (Max points: 5) | Tenderer has provided proof of validity and accreditation of its quality management system. (5 points) • ISO 9001 Certificate • In-House Quality Management System (Provide In-house Quality Management Document) | 5 Max 5 points 2.5 points | | | | | | |
| | | POOL B CONSULTANTS | | | | | | | | |
| | | <table><tr><th>Category & Criteria</th><th>Functional Requirements</th><th>Evaluation Criteria</th></tr><tr><td>All Categories (A,B,C,D,E, F& G) Tenderer Experience: Previous Experience (Max points: 30)</td><td>Traceable letter of appointment for successfully completed projects in water and sanitation sector/building sector for categories E&F. This experience must only relate to instances where the bidder acted as the main/principal consultant. Max 30, Min 10 points at 10 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring.</td><td>10 points per letter of appointment up to a maximum of 30 points.</td></tr></table> | Category & Criteria | Functional Requirements | Evaluation Criteria | All Categories (A,B,C,D,E, F& G) Tenderer Experience: Previous Experience (Max points: 30) | Traceable letter of appointment for successfully completed projects in water and sanitation sector/building sector for categories E&F. This experience must only relate to instances where the bidder acted as the main/principal consultant. Max 30, Min 10 points at 10 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring. | 10 points per letter of appointment up to a maximum of 30 points. | | |
| Category & Criteria | Functional Requirements | Evaluation Criteria | | | | | | | | |
| All Categories (A,B,C,D,E, F& G) Tenderer Experience: Previous Experience (Max points: 30) | Traceable letter of appointment for successfully completed projects in water and sanitation sector/building sector for categories E&F. This experience must only relate to instances where the bidder acted as the main/principal consultant. Max 30, Min 10 points at 10 points per suitable project. Points for each completed project to be scored with the attachment of the appointment letter(s), failure to attach will result in zero scoring. | 10 points per letter of appointment up to a maximum of 30 points. | | | | | | | | |
| | | Submit separate proof of company experience and key personnel experience & qualifications for each category. | | | | | | | | |
| | | Highest Contract Value (Max points: 10) | Tenderer has successfully completed at least 1 similar and comparative project in the last 10 years in the Public or Local Government space. Max 10 , Points for each completed project to be scored with the attachment of appointment letter(s), failure to attach will result in zero scoring. (Letter of appointment/reference letter on Client's letterhead, to specify contract value otherwise zero points will be allocated) | Contract Value awarded per category: >R5 Million = 3 points ≥R5M but <R10M = 5 points ≥R10M but <R30M = 7.5 points ≥30M = 10 points | | | | | | |
| | | Professional Indemnity (Max points: 10) | Tenderer to submit proof of valid Professional Indemnity Cover. Max 10 points. (Zero points will be allocated for failure to attach a certified copy of the Professional Indemnity Cover) | Professional Indemnity: < R 5 million = 5 points ≥R5M = 10 points | | | | | | |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | | |
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| | | Experience of Permanent key staff (Max points: 30) where applicable | Registered Company Director / Principal with post-registration experience in the field/category being bid for <ul style="list-style-type: none"> <10 years : 10 points <5>10 years: 7.5 points >5 years : 5 points | 10 points Max; Min 5 points |
| | | | Qualifications of Company Director / Member <ul style="list-style-type: none"> Registered professional with a bachelor's degree (BEng/BSc/BArch/BTech) in the field being bid for | 10 Points Max; Min 5 points 5 points for each professionally registered and qualified company Member/Director |
| | | | Project Team Experience (Specific for the category being tendered for) a) Projects Director with Professional Registration and experience in the field <ul style="list-style-type: none"> v) Relevant experience below 5 years and up to R5 Mil relevant Project Value vi) Relevant experience 5 to 10 years with relevant projects up to R10Million in value vii) Relevant experience 10 years up to 15 years with a relevant project value of up to R30Million in value viii) Relevant experience above 15 years with projects up to R50 million or above. | 2 points 3 points 4 points 5 points |
| | | | b) Design Engineer / Architect / Quantity Surveyor with Professional Registration and experience in the field <ul style="list-style-type: none"> v) Relevant experience below 5 years and up to R5 Mil relevant Project Value vi) Relevant experience 5 to 10 years with relevant projects up to R10Million in value vii) Relevant experience 10 years up to 15 years with a relevant project value of up to R30Million in value | 2 points 3 points 4 points |

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Tenderer

Witness 1

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Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender | | |
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| | | | viii) Relevant experience above 15 years with projects above R50 Million in value | 5 points |
| | | Company Size (15 points Max) | Permanent Staff (Number of professionally registered staff members) 1 – 5 registered professionals 6 – 10 registered professionals +10 registered professionals Other non-registered technical staff 1 – 5 permanent technical staff + 6 permanent technical staff | 3 points 4 points 7.5 points 3 points 7.5 points |
| | | Quality Management System (QMS) (Max points: 5) | Tenderer has provided proof of validity and accreditation of its quality management system. (5 points) • ISO 9001 Certificate • In-House Quality Management System (Provide In-house Quality Management Document) | 5 Max 5 points 2.5 points |
| 3.11.3 | | Add the following sub-clause: The 80/20 preference point system for the acquisition of services, works or goods up to a Rand value of R50 million will apply. a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes: $P_s = 80 \left(1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right)$ Where: P _s = Points scored for the 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. b) A maximum of 20 points may be allocated in accordance with set targeted procurement milestones. | | |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Reference to relevant clauses in Standard Conditions of Tender | | Addition or Variation to Standard Condition of Tender |
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| 3.11.4 | | <p>Add the following sub-clause:</p> <p>The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million.</p> <p>a) The following formula must be used to calculate the points out of 90 for price in respect of an invitation for tender with a rand value above R50 000 000 inclusive of all applicable taxes:</p> $P_s = 90 \times \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$ <p>Where:</p> <p>P_s = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender or offer under consideration; and</p> <p>P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p>b) A maximum of 10 points may be allocated in accordance with the set targeted procurement milestones.</p> |
| 3.12 | Insurance provided by the Employer | <p><i>Replace the contents of the clause with the following:</i></p> <p>"If requested by any tenderer, submit for the tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide."</p> |
| 3.13 | Acceptance of Tender Offer | A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003 |
| 3.16.2 | Non-acceptance of tender | <p><i>Replace the contents of the clause with the following:</i></p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the employer's agent.</p> |
| 3.17 | Copies of Contract | One signed copy of contract shall be provided by the Employer to the successful Tenderer |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SOL PLAATJE LOCAL MUNICIPALITY

**PROVISION OF PROFESSIONAL SERVICES IN THE BUILT
ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE
(3) YEARS: TENDER NO: INF/CE/05/2024**

T1.3 STANDARD CONDITIONS OF TENDER

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |
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T1.3 STANDARD CONDITIONS OF TENDER

i. GENERAL

1.1. Actions

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 item 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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.*

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

1.2. Tender Documents

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

1.3. Interpretation

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.

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.

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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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;

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.

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

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.

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

1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

1.6. Procurement procedures

2. General

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 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.

3. Competitive negotiation procedure

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 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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 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.

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.

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

4. Proposal procedure using the two stage-system

a. 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.

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



b. Option 2

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.

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.

2. TENDERER'S OBLIGATIONS

2.1. Eligibility

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.

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.

2.2. Cost of tendering

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 complies with requirements.

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.

2.3. Check documents

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

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



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.

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.

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.

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.

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.

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.

2.10. Pricing the tender offer

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.

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

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



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

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

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.

2.12. Alternative tender offers

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.

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.

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

2.13. Submitting a tender offer

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.

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.

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.

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.

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.

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.

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.

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.

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.

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.

2.15. Closing time

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

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.

2.16. Tender offer validity

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.

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



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

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 .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.

2.18. Provide other material

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

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.

2.20. Submit securities, bonds, policies, etc.

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

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



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.

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.

2.23. Certificates

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

3. THE EMPLOYER'S UNDERTAKINGS

3.1. Respond to requests from the tenderer

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.

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.

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

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Employer

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Witness 1

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Witness 2



time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

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.

3.4. Opening of tender submissions

- 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.
- 3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request

3.5. Two-envelope system

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

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.

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



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.

3.8. Test for responsiveness

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.

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.

3.9. Arithmetical errors, omissions and discrepancies

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

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 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

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



ii) the summation of the prices.

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

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

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

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.

3.11. Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements: | |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requirement | Qualitative interpretation of goal |
| Fair | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. |
| Equitable | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties. |
| Transparent | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest. |
| Competitive | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes. |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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| Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

3.11.1.1. General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

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.

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

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



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.

3.14. Prepare contract documents

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.

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

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.

3.16. Registration of the award

An employer must within twenty-one (21) days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

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.

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.

END OF SECTION

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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS

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| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |
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T2 RETURNABLE DOCUMENTS

| Section | Description | Page No |
|---------|-------------------------------------------------------------------------------------------------------------|---------|
| T2.1 | STANDARD BIDDING DOCUMENTS..... | T2.1-1 |
| T2.2 | RETURNABLE DOCUMENTS..... | T2.2-1 |
| T2.3 | RETURNABLE SCHEDULES..... | T2.3-1 |
| T2.4 | TECHNICAL SCHEDULES..... (Technical Schedules to be part of Stage 2 and are not included in Stage 1) | T2.4-1 |

PLEASE NOTE:

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual shortlisting to be on the panel of professional service providers will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

Failure to submit the detailed information listed below may render a tenderer non-responsive.

1. Tenderers are required to submit the following with their tenders or within three days of receipt of the Employer's or his Agent's written request for Returnable Documents (RD) RD.A; RD.B; RD.C & RD.D as listed below.
2. The returnable documents and schedules included in Section T2.1, T2.2 and T2.3 will be used to evaluate tenders received. These schedules will also form part of the Contract.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



RD.A: RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.1 STANDARD BIDDING DOCUMENTS

| Document Name | Reference | Mandatory (Disqualification if not submitted) | Confirmation of Document Included (Pls Tick) |
|--------------------------------------------------------------|-----------|-----------------------------------------------|----------------------------------------------|
| T2.1.1 Form A: Invitation to Bid & Company Information | MBD 1 | No | |
| T2.1.2 Form C: Tax Clearance Certificate Requirements | MBD 2 | No | |
| T2.1.3 Form D: Bidder's Disclosure | MBD 4 | Yes | |
| T2.1.4 Form E: Declaration for Procurement Above R10 Million | MBD 5 | No | |

PLEASE NOTE:

Failure to submit the detailed information as listed above will render a tenderer non-responsive.

RD.B: ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2 LIST OF RETURNABLE DOCUMENTS

| Document Name | Reference | Mandatory (Disqualification criteria) | Confirmation of Document Included (Pls Tick) |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------|----------------------------------------------|
| Tax Clearance Pin (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No. 22549 dated 10 August 2001) | Form A | No | |
| Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate) | Form B | No | |
| Certified copy of Letter of Good Standing issued by the Department of Labour in terms of Act 130 of 1993 | Form C | Yes | |
| Certified copy of Unemployment Insurance Certificate, Act 4 of 2002 | Form D | No | |
| Certified copy of Certificate of Incorporation (if tenderer is a Company) e.g. CM1, CM29 or CM44 | Form E | No | |
| Certified copy of Founding Statement (if the tenderer is a Closed Corporation), e.g. CK1 or CK2 | Form F | No | |
| Certified copy of Partnership Agreement (if the tenderer is a Partnership) | Form G | Yes | |
| Certified copy of Identity Document (if the tenderer is a One-man concern) | Form H | No | |

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



| Document Name | Reference | Mandatory (Disqualification criteria) | Confirmation of Document Included (Pls Tick) |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------|----------------------------------------------|
| Joint Venture Agreement (if tenderer is a Joint Venture). Refer to requirements in Clause 2.13.4 for a Joint Venture | Form I | Yes | |
| Proof of Registration with professional body for each Director and Team Member | Form J | No | |
| Certified copy of the B-BBEE Status Level Verification Certificate (for all contractors, including any/all sub-contractors) | Form K | No | |
| Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid or lease Agreement as indicated in the MBD1. | Form L | Yes | |
| Proof of Registration with Quality Management Verification Agency | Form M | No | |
| CVs of all Key Staff in the Prescribed Format (Form I, T2.2.9) | Form N | No | |
| Copy of Deed of Trust (If a Trust is involved) | Form O | Yes | |
| Proof of Registration on Central Supplier Database | Form P | No | |
| Contractors Project Management Quality Plan | Form Q | No | |

PLEASE NOTE:

Failure to submit the detailed information as listed above will render a tenderer non-responsive where the submission document is mandatory. Where it is not mandatory, failure to submit may result in the non-allocation of applicable points.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.3 RETURNABLE SCHEDULES

| Document Name | Reference | Mandatory (Disqualification criteria) | Confirmation of Document Included (Pls Tick) |
|-------------------------------------------------------------------------------------------|-----------|---------------------------------------|----------------------------------------------|
| Compulsory Enterprise Questionnaire | T2.3.1 | No | |
| Alterations by Tenderer | T2.3.2 | No | |
| Compliance with OHSA (Act 85 of 1993) | T2.3.3 | No | |
| Schedule of Proposed Subconsultants | T2.3.4 | No | |
| Site Inspection Certificate | T2.3.5 | No | |
| Authority of Signatory | T2.3.6 | Yes | |
| Joint Venture Agreement | T2.3.7 | Yes (If applicable) | |
| Record of Addenda to Tender Documents | T2.3.8 | No | |
| Schedule 1: Previous Experience Category A | T2.3.9 | No | |
| Schedule 1: Previous Experience Category B | T2.3.9 | No | |
| Schedule 1: Previous Experience Category C | T2.3.9 | No | |
| Schedule 1: Previous Experience Category D | T2.3.9 | No | |
| Schedule 1: Previous Experience Category E | T2.3.9 | No | |
| Schedule 1: Previous Experience Category F | T2.3.9 | No | |
| Schedule 1: Previous Experience Category G | T2.3.9 | No | |
| Schedule 1: Previous Experience Category H | T2.3.10 | No | |
| Schedule 1: Previous Experience Category I | T2.3.11 | No | |
| Schedule 1: Previous Experience Category J | T2.3.12 | No | |
| Schedule 1: Previous Experience Category K | T2.3.13 | No | |
| Schedule 2: Experience Permanent Key Staff – Company Director / Principal | T2.3.14 | No | |
| Schedule 2: Experience Key Staff – Project Director / Principal for category tendered for | T2.3.15 | No | |
| Schedule 2: Experience Key Staff - Lead Design Eng for category tendered for | T2.3.16 | No | |
| Schedule 3: Quality Management System | T2.3.17 | No | |
| Previous Experience on Works of a Similar Nature During the Specified Number of Years | T2.3.18 | No | |

Note: Failure to submit the applicable documents with the required proof will result in the tender offer being awarded with 0 (zero) functionality points or may render a tenderer non-responsive.

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.1 STANDARD BIDDING DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD1

T2.1.1 FORM A: INVITATION TO BID

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------|-------------------------------|---------------------------------------------------------------------------------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | INF/CE/05/2024 | CLOSING DATE: | 19/06/2024 | CLOSING TIME: | 10:00 |
| DESCRIPTION | Professional Services in the Built Environment as and when required for a period of three (3) years | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Sol Plaatje Local Municipality | | | | | |
| Civic Centre, Jan Smuts Boulevard, Kimberley | | | | | |
| Private Bag X5030 | | | | | |
| Kimberley, 8300 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Mrs. B. Nkoe | | CONTACT PERSON | Mr. Winston M Moyahi | |
| TELEPHONE NUMBER | 053 830 6172 | | TELEPHONE NUMBER | 053 830 6750 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | 086 541 4603 | |
| E-MAIL ADDRESS | bnkoe@solplaatje.org.za | | E-MAIL ADDRESS | moyahiw@solplaatje.org.za | |
| 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 | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| | | | |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 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 THE QUESTIONNAIRE BELOW] |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

INF CE O5 2024 Final Tender Document - Panel of Consultants January 2024



MBD 1

T2.1.2 FORM B: TERMS AND CONDITIONS FOR BID

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| <p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p> |

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



MBD 4

T2.1.4 FORM D: BIDDERS ' DISCLOSURE

DECLARATION OF INTEREST

BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.

1. No bid will be accepted from persons in the service of the State¹. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by the State), including a blood relative, 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, share hareholder²)_____

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? (**Employee of the State**)?

| | |
|-----|----|
| YES | NO |
|-----|----|

3.8.1 If yes, furnish particulars_____

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

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

| |
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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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| |
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Witness 2



MBD4

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 (employee 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 (employed by the State) and who may be involved with the evaluation and or adjudication of this bid?

| | |
|-----|----|
| YES | NO |
|-----|----|

3.10.1 If yes, furnish particulars. _____

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

| | |
|-----|----|
| YES | NO |
|-----|----|

3.11.1 If yes, furnish particulars _____

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)?

| | |
|-----|----|
| YES | NO |
|-----|----|

3.12.1 If yes, furnish particulars. _____

3.13 ARE ANY **SPOUSE, CHILD OR PARENT** OF THE COMPANY’S DIRECTORS, TRUSTEES, MANAGERS, PRINCIPLE SHAREHOLDERS OR STAKEHOLDERS IN THE SERVICE OF THE STATE (EMPLOYED BY THE STATE)

| | |
|-----|----|
| YES | NO |
|-----|----|

3.13.1 If yes, furnish particulars _____

| |
|--|
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Tenderer

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Witness 1

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Witness 2

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Employer

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| |
|--|

Witness 1

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| |
|--|

Witness 2



MBD 4

3.14 DO YOU OR ANY OF THE **DIRECTORS, TRUSTEES, MANAGERS, PRINCIPAL 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, provide information of other companies as reflected on CSD report:

DISCLOSE THE INFORMATION OF THE OTHER COMPANIES IN THE BELOW TABLE:

| No# | Name of Director | Company name | CSD Number |
|-----|------------------|--------------|------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2, 3 AND 4 ABOVE IS CORRECT.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

January 2024



MBD4

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

Signature

Date

Position

Name of bidder (Print)

THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER. THE BIDDER MUST UPDATE THEIR MBD 4 DOCUMENT ANNUALLY IN LINE WITH THE SCM POLICY.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 5

T2.1.5 FORM E: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

(ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....
.....

2. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

2.1 If yes, furnish particulars

.....
.....

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

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

* Delete if not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature Date

Name Position

Tenderer

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2 RETURNABLE DOCUMENTS

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.2 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete **VOLUME 1A: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

| Clause referred to in Standard Conditions of Tender | Document |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1 | Refer to the Tender DATA |
| | Copy of Registration with Professional Bodies for Category Tendered for |
| 2.13.4 | Letter of authorization to sign the Form of Offer and where required in tender document. |
| 2.23 | <ul style="list-style-type: none"> a) Original valid Tax Clearance Certificate or a unique security personal identification number (PIN) issued by the SA Revenue Services (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No 22549 dated 10 August 2001); b) Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate); c) Certified copy of Letter of Good Standing issued by the Department of Labour in terms of Act 130 of 1993; d) Certified copy of Unemployment Insurance Fund Certificate of Compliance in terms of Act 4 of 2002; e) Certified copy of Certificate of Incorporation (if tenderer is a Company) e.g. CM1, CM29 or CM44; f) Certified copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1 or CK2; g) Certified copy of Partnership Agreement (if tenderer is a Partnership); h) Certified copy of Identity Document (if tenderer is a One-man concern); i) Refer to requirements in Clause 2.13.4 for a Joint Venture; j) Proof of Professional Registration of company Director(s) / Member(s); k) Certified copy of the B-BBEE Status Level Verification Certificate (for all contractors, including any/all sub-contractors); l) Certified copy of tendering entity's head office rates or utilities account (Not older than 3 months). m) Proof of registration with Quality Management Verification Agency; n) CVs of all key staff in prescribed format (Form I, T2.2.9); o) CV of the person who prepares the Contractors Health and Safety Plan; p) Copy of Deed of Trust (if a trust is involved); q) Proof of registration on Central Supplier Database; r) Tenderer's Project Quality Plan. |

The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the contract.

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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1. A) SARS TAX COMPLIANCE STATUS (TCS) CERTIFICATE

Attach Certified
Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B) CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE

Attach Certified
Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C) CERTIFIED COPY OF LETTER OF GOOD STANDING ISSUED BY THE
DEPARTMENT OF LABOUR IN TERMS OF ACT 130 OF 1993**

Attach Certified
Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



D) CERTIFIED COPY OF UNEMPLOYMENT INSURANCE FUND CERTIFICATE OF COMPLIANCE IN TERMS OF ACT 4 OF 2002

Attach Certified Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



E) CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY) E.G. CM1, CM29 OR CM44

Attach Certified Copy

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F) CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION), E.G. CK1 OR CK2

Attach Certified
Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



G) CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP)

Attach Certified Copy

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



H) CERTIFIED COPY OF IDENTITY DOCUMENT (IF TENDERER IS A ONE-MAN CONCERN)

Attach Certified Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



I) REFER TO REQUIREMENTS IN CLAUSE 2.13.4 FOR A JOINT VENTURE

Attach Certified
Copy

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**J) PROOF OF PROFESSIONAL REGISTRATION OF COMPANY DIRECTOR/MEMBER
APPEARING ON CK DOCUMENT**

Attach Certified
Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



K) CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Attach Certified
Copy

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |
|----------|-----------|-----------|----------|-----------|-----------|



L) CERTIFIED COPY OF TENDERING ENTITY'S HEAD OFFICE RATES OR UTILITIES ACCOUNT

Attach Certified Copy

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**M) PROOF OF REGISTRATION WITH QUALITY MANAGEMENT VERIFICATION AGENCY /
ATTACH OWN QUALITY MANAGEMENT PLAN**

Attach Certified
Copy or Own Plan

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



N) CV's OF ALL KEY STAFF IN PRESCRIBED FORMAT

Attach Certified
Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



O) COMPANY SIZE (Permanent Staff Only). NO SECONDED / MOONLIGHTING STAFF

This table can be replicated for each category tendered for. (Attach copies of the duplicates to this form)

| No | Employee Name | Job Title | Professionally Registered (Y / N) | Pr. Reg. No | Employee Contact Number |
|----|---------------|-----------|-----------------------------------|-------------|-------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
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| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



P) PROOF OF PROFESSIONAL REGISTRATION OF KEY STAFF

Attach Certified
Copies

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



Q) PROOF OF REGISTRATION ON CENTRAL SUPPLIER DATABASE (FULL CSD REPORT)

Attach Copy

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



R) COPY OF DEED OF TRUST (IF A TRUST IS INVOLVED)

Attach Certified
Copy

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



S) TENDERER'S QUALITY MANAGEMENT PLAN

Attach Document

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SOL PLAATJE LOCAL MUNICIPALITY

PROVISION OF PROFESSIONAL SERVICES IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS: TENDER NO: INF/CE/05/2024

T2.3 RETURNABLE SCHEDULES

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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T2.3 RETURNABLE SCHEDULES

INDEX

The returnable schedules listed below must be completed and submitted with the tender offer.

In cases where the tenderer has failed to submit any of the documents below with the tender, the Employer reserves the right to, at any time after the closure of the tender but before the award of the contract, request the tenderer to provide the outstanding documents within 7 (seven) calendar days from date of notification.

| SECTION | DESCRIPTION | PAGE NO |
|---------|-----------------------------------------------------------------------------------------------|---------|
| T2.3.1 | COMPULSORY ENTERPRISE QUESTIONNAIRE | 1 |
| T2.3.2 | ALTERATIONS BY TENDERER | 6 |
| T2.3.3 | COMPLIANCE WITH OHSA (ACT 85 OF 1993) | 7 |
| T2.3.4 | SCHEDULE OF PROPOSED SUBCONSULTANTS | 8 |
| T2.3.5 | BID CLARIFICATION MEETING ATTENDANCE CERTIFICATE..... | 9 |
| T2.3.6 | AUTHORITY OF SIGNATORY | 10 |
| T2.3.7 | JOINT VENTURE AGREEMENT | 11 |
| T2.3.8 | RECORD OF ADDENDA TO TENDER DOCUMENTS | 13 |
| T2.3.9 | TENDERER'S PREVIOUS EXPERIENCE | 14 |
| T2.3.10 | EXPERIENCE OF KEY STAFF – PROJECTS DIRECTOR..... | 15 |
| T2.3.11 | EXPERIENCE OF KEY STAFF – DESIGN ENGINEER | 16 |
| T2.3.12 | SCHEDULE 12: QUALITY MANAGEMENT SYSTEM | 17 |
| T2.3.13 | PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE SPECIFIED NUMBER OF YEARS..... | 1 |

PLEASE NOTE:

Failure to submit the detailed information as listed above may render a tenderer non-responsive.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.1 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:

Name of contact person for the purpose of this tender:

Email: **Postal address.**

.....

Telephone: **Physical address**

Fax:

Section 2: VAT registration number, if any:

Section 3: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 4: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director or voting members of a company established in terms of the Companies Act, 2008 (Act 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984), who jointly and severally with his other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| Full name of principal | Identity number | Personal income tax reference number | State employee number / Personal number |
|------------------------|-----------------|--------------------------------------|-----------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach a separate page if necessary

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

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

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

| Name of principal | 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

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



Section 6 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:

- | | |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

*Insert separate page if necessary.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Section 7: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 8: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that:

- i. neither the name of the tendering entity or any of its principals appears on:
 - a. the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
 - b. National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii. neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa).
- iii. any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment.
- iv. the tendering entity is not associated, linked, or involved with any other tendering entities submitting tender offers.
- v. has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender.
- vi. has 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
- vii. the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NOTE: 1

The CIDB Standard Conditions of Tender prohibits anticompetitive practices (clause F1.1.1) and requires that tenderers avoid conflicts of interest (clause F.1.1.2), only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (F2.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause F.13.1). Clause F.3.7 also empowers the Employer to disqualify any tenderer who engage in fraudulent and corrupt practice. Clause F1.1.1 also requires tenderers to comply with all legal obligations.

NOTE: 2

Corrupt activities which give rise to an offense in terms of the Prevention and Combating of Corrupt Activities Act (Act No. 12 of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 3

The Competitions Act (Act 89 of 1998) prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. It also prohibits restrictive vertical practices.

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.3.2 ALTERATIONS BY TENDERER

Should the Tenderer desire to have any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

| PAGE | CLAUSE OR ITEM |
|------|----------------------------------|
| | |
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| | |
| | |
| | NOT APPLICABLE TO STAGE 1 |
| | |
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| | |

Signature of person authorised to sign the tender:

Date:

| | | | | | |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Tenderer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|



T2.3.3 COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
.....
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO
How is this policy communicated to all employees?
.....
4. Does the Contractor keep records of safety aspects of each construction site? YES / NO
If yes, what records are kept?
.....
5. Does the Contractor conduct monthly safety meetings? If yes, who is the YES / NO
chairperson of the meeting, and who attends these meetings?
.....
6. Does the Contractor have a safety officer in his employment, responsible for the YES / NO
overall safety of his company?
If yes, please explain his duties and provide a copy of his CV.
.....
.....
7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO
.....
8. Does the Contractor have a safety induction training programme in place? YES / NO
(If yes, provide a copy).

SIGNATURE OF TENDERER: DATE:

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.3.4 SCHEDULE OF PROPOSED SUBCONSULTANTS

We notify you that it is our intention to employ the following Subconsultants for any work to be allocated to us during stage 2 of the contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subconsultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

| No | Name and Address of Proposed Sub-Consultant | Nature and Extend of Work | % Allocation |
|----|---------------------------------------------|---------------------------|--------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Signature of person authorised to sign the tender:

Date:

| | | | | | |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Tenderer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|



T2.3.5 BID CLARIFICATION MEETING ATTENDANCE CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we attended the bid clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Employer's Representative at the clarification meeting.

SIGNATURE OF TENDERER: DATE:

Clarification Meeting

This will certify that

representing

attended a Bid Clarification Meeting for this Contract on 20.....

FOR THE EMPLOYER'S REPRESENTATIVE: (signed)

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.3.6 AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: (Mark applicable block)

- (a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors ☐
- (b) A partnership, and attach hereto a certified copy of the required resolution by all partners ☐
- (c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials ☐
- (d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender ☐
- (e) A joint venture, and attach hereto:
- A notarially certified copy of the original document under which the joint venture was constituted ☐
 - Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture ☐

SIGNATURE OF TENDERER: DATE:

| | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.3.7 JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

| NAME JOINING ENTITY | TAX No | PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT |
|----------------------------|---------------|-------------------------------------------------------------------------------|
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |

The above-mentioned Joint venture will execute the Contract under the management of (full name)
.....
who is an employee of (name of joining entity);
and in accordance with any further agreements as attached to this document, titled
.....
and dated(if applicable).
Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)
.....
who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

| | | | | | |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Tenderer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|



**JOINING ENTITY AND
POSITION**

| | FULL NAME (Position) | SIGNATURE | DATE |
|-------|----------------------|-----------|-------|
| | | | |
| | | | |

**JOINING ENTITY AND
POSITION**

| | FULL NAME (Position) | SIGNATURE | DATE |
|-------|----------------------|-----------|-------|
| | | | |
| | | | |

| | | | | |
|------------|----|-------|-------|-------|
| WITNESSES: | 1. | | | |
| | 2. | | | |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.8 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

| | Date | Title or Details |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

| | | | | | |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Tenderer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|



T2.3.9 TENDERER'S PREVIOUS EXPERIENCE

| Reference relevant category – e.g. CATEGORY A: Portable Water and or Wastewater Treatment Plants | | | | |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------|---------------|-------------------|
| PROJECT NAME | CLIENT REFERENCE CONTACT (NAME, TEL NO & EMAIL ADDRESS) | NATURE OF WORK / PROJECT DESCRIPTION | VALUE OF WORK | YEAR COMPLETED |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note to Tenderer:

It is a strict requirement that Tenderers submit proof assignment and or completion of the contract (and to the value stipulated above). Failure to do so will lead to points not being awarded for any relevant experience claimed for that contract.

Signature of person authorised to sign the tender:

Date:

| | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|
| <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.3.10 EXPERIENCE OF KEY STAFF – PROJECTS DIRECTOR

Projects Director must be professionally registered and have a BSc/BEng/BTech in related Built Environment with at least 10 years of experience. He/She must have completed 3 similar projects in category being tendered for.

| PROJECT NAME | CLIENT REFERENCE CONTACT (NAME, TEL NO) | NATURE OF WORK / PROJECT DESCRIPTION | VALUE OF WORK | YEAR COMPLETED |
|--------------|--------------------------------------------|--------------------------------------------|---------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signature of person authorised to sign the tender:

Date:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.11 EXPERIENCE OF KEY STAFF – DESIGN ENGINEER

Design Engineer must have a BSc/BEng/BTech, be professionally registered in the category being tendered for and must have at least 3 years of post registration experience. He/She must have completed 3 similar projects in category being tendered for.

| PROJECT NAME | CLIENT REFERENCE CONTACT (NAME, TEL NO) | NATURE OF WORK / PROJECT DESCRIPTION | VALUE OF WORK | YEAR COMPLETED |
|--------------|--------------------------------------------|--------------------------------------------|---------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signature of person authorised to sign the tender:

Date:

| | | | | | |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Tenderer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|



T2.3.12 SCHEDULE 12: QUALITY MANAGEMENT SYSTEM

Tenderers are required to provide:

- Proof of validity and accreditation of its quality management system.

Signature of person authorised to sign the tender:

Date:

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



T2.3.13 PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE SPECIFIED NUMBER OF YEARS

| Role | Name | Position (Current) | Service (Years) | Name of Project, Year executed and Size (M€/d) | Value of Works | Position / Role on Project |
|---------------------------|------|-----------------------|--------------------|---------------------------------------------------|-------------------|-------------------------------|
| Projects Director | | | | | | |
| | | | | | | |
| Lead Design Engineer | | | | | | |
| | | | | | | |
| Project Engineer | | | | | | |
| | | | | | | |
| Design Architect | | | | | | |
| | | | | | | |
| Project Quantity Surveyor | | | | | | |
| | | | | | | |

Reproduce for each category tendered for. Tenderers are required to provide copies of curriculum vitae of all key staff.

SIGNATURE OF TENDERER: DATE:

| | | | | | |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Tenderer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|

INF CE 05 2024 Final Tender Document - Panel of Consultants



SOL PLAATJE LOCAL MUNICIPALITY

THE PROVISION OF PROFESSIONAL SERVICES IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS: TENDER NO: INF/CE/05/2024

PORTION 2: CONTRACT

PART C3: SCOPE OF WORK

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



SOL PLAATJE LOCAL MUNICIPALITY

THE PROVISION OF PROFESSIONAL SERVICES IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS: TENDER NO: INF/CE/05/2024

1.1.1 PART C3: SCOPE OF WORK

1.1.2

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| C3.1.1 EMPLOYER’S OBJECTIVES | 1 |
| C3.1.2 PURPOSE OF THE BID | 1 |

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SOL PLAATJE LOCAL MUNICIPALITY

THE PROVISION OF PROFESSIONAL SERVICES IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS: TENDER NO: INF/CE/05/2024

C3.1 DESCRIPTION OF THE WORKS

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

To accelerate planning and implementation of various infrastructure projects in the municipality as and when they become due for implementation. This will improve municipal infrastructure delivery program and eventually improve delivery of services. This will be achieved by providing readily available pool of professional services for engineering projects related infrastructure projects implementation as and when required for the Sol Plaatje Local Municipality for a period of three years.

C3.1.2 Purpose of the Bid

The purpose of the bid is to establish a panel of pre-qualified professional service providers that will later be invited to bid on a Request For Quotation basis (RFQ), as and when required for a period of three (3) years, for the implementation of infrastructure related projects for the Municipality.

A two-stage procurement process will be followed as detailed below:

Stage 1 will involve this pre-qualification stage (This Stage). During this stage, a panel of suitably qualified and experienced professional service providers in the Built Environment will be developed for later implementation of infrastructure projects. The pre-qualification panel will produce a range of pre-qualified professionals across various disciplines. The award of prospective bidders onto the panel will be based on meeting the hurdle / requirements in terms of pre-determined eligibility and functionality criteria.

Stage 2 will commence as and when required by the Municipality to implement a project. During this stage, project specific Requests for Proposals / Quotations (with detailed specifications and a pricing schedule) will be requested from the pre-qualified panel members, evaluated and adjudicated based on price and set Preferential Procurement Milestones.

C3.1.3 Project description

THE PROVISION OF PROFESSIONAL SERVICES PROVIDERS IN THE BUILT ENVIRONMENT AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

C.3.1.4 Scope

Sol Plaatje Local Municipality wishes to appoint to a panel, experienced, suitably qualified and competent Service Providers who have the ability to undertake the following multi-disciplinary / Consortium services:

- a) Civil Engineering,
- b) Structural Engineering,
- c) Electrical Engineering,
- d) Mechanical Engineering,
- e) Architectural Services,

| | | | | | |
|----------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Tenderer | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



- f) Quantity Surveying Services,
- g) Project Management Services.

The design, documentation, procurement and contract administration services that will later be required will be on the following projects:

- i) Water reticulation & Bulk water supply (reservoirs, bulk pipelines and pumping stations)
- ii) Sewer reticulation & Bulk sewer (outfall sewer lines, rising mains and pumping stations)
- iii) Water and Wastewater Treatment Works upgrading and refurbishment
- iv) Master Planning (all services, incl. Water Services Development Plans)
- v) Water Conservation and Demand Management
- vi) Project and Program Management
- vii) Preparation of business plans and applications for finance for major infrastructure upgrades
- viii) Review and preparation of master plans.

C3.1.5 Description of services required

During stage 2 of this tender, (after a bidder has been selected to form part of the panel and his/her RFQ accepted for a particular project), the successful Professional Service Provider / panel member will be required to provide all Normal Services as per the Latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Architectural Professions Act, Quantity Surveying Professions Act and or Project Management Professions Act. Certain Additional Services may also need to be provided by the Service Provider, some of which would have been included in the Pricing Schedule.

C3.1.6 Additional Services

- (a) The provision of additional services (as and when required) pertaining to all stages of the project as described below and;
- (b) The provision of all services in respect of way leave applications and approvals. The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the various service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.
- (c) The provision of all services related to targeted procurement. The Service Provider shall provide all services (as and when required) related to targeted procurement in respect of the construction contract, including but not limited to, incorporation of targeted participation goals, the measuring of key participation indicators, and auditing compliance by the construction contractor. The provision of a level 3 construction monitoring service for the Engineering aspects of the project, as described in Clause 3.3.2 of Board Notice 201 of 2012: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief below.
- d) Act as the Employer's agent in terms of the Occupational Health and Safety Act. The Service Provider, in submitting this tender, 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, 2014, should the Employer accept the tender.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Professional Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations. The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations and shall comply with all requirements in this regard.

The Professional Service Provider 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, 2014, ensure that any subconsultants/ sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Professional Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1 Agreements and Contract Data, refers).

- e) In relation to Project Management, the successful PSP will be expected to assist the Client in contracting professionals and/or building contractors in the built environment and to manage such contracts on behalf of the Employer. In addition, the Project Management Team will be required to amongst other functions normally required in projects of this nature, provide the following functions:

- Act as the Employer's agent
- Advise the Employer on matters relating to:

Land use and Community establishment
Environmental Assessment
Design frameworks

- Advise the Client in terms of all engineering works
- Develop Terms of Reference for contracting other professionals and/or building contractors.
- Assist the department with the assessment of work and payment certificates Assist the Municipality with the assessment of work and payment certificates submitted by registered professionals and/or building contractors in the built environment.
- Provide overall management and co-ordination of the project.
- Assume the role of secretariat for the project team committee.
- Provide professional advice and make presentations where required.
- Keep proper records (according to an agreed system which will be approved) of all information relating to the project; technical and otherwise.

In addition, the Professional Service Provider will ensure that there is an allocated Project Manager that will report to the Director Infrastructure and Services or his delegated official, as and when required. The Project Manager must have a proven track record of:

- Managing and executing complex infrastructure projects within the built environment.
- Working with National, Provincial and municipal level stakeholders.
- Must have excellent written and verbal communication skills.
- Must have excellent presentation skills.
- Must have excellent Organisational skills
- Must be able to draft Terms of Reference (TOR) for the Municipality to appoint a Service Provider/s to work in the infrastructure projects.

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- Must have full back-office support of the appointed service provider in order to obtain the expertise and skill required to complete any task.
- The Project Manager must be a principal registered professional in the built environment, with project, construction and contract management experience, of complex projects.
- This individual should have more than adequate and Project Management Experience as per functionality evaluation criteria.

That the Project Manager assigned on a project has experience and;

- Will keep project schedules up to date and provide detailed weekly (or at agreed frequency) progress
- Reports and risk registers on the project and other relevant programme information.
- Keep accurate records, minutes, action lists and organise meetings.
- To ensure all documents and files are kept up-to-date at all times and perform secretarial functions.
- That project staff are able to make travel plans at short-notice to meet with stakeholders as and when required by the Client.

The required professional services will be executed by the professional team under the control and management of the designated departmental project manager (delegated official). The Employer reserves the right to replace the mentioned departmental project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

C3.1.7 Location of the Project

a) General

For the purposes of this bid and all contracts emanating it, the office of the Employer to which this contract applies is: **Office of the Municipal Manager, 2nd Floor, Civic Centre, Sol Plaatje Drive, KIMBERLEY, 8300.**

The Service Provider shall execute all work in relation to this project at his own offices, which shall be the base office for the purposes of any resultant contract. **Kimberley** will be regarded as the Professional Services Provider's base office.

b) Site Background

The consulting firm will be required to work in various municipal areas as required located within Sol Plaatje Municipality's jurisdiction.

C3.1.8 Project Programme

The duration of this contract will be for a three-year period. Once the Contract becomes effective and upon engagement as a Professional Service Provider, the consultant or his representative must be available within 2 working days of request from the Employer.

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The consultant shall provide the proposed program to be used when rolling out any project assigned to them. The final programme for the project in the form of a Gantt chart, indicating overlaps between various tasks, shall be prepared by the appointed Service Provider and approved by the Department.

The programme shall be in sufficient detail to monitor the Service Provider's performance. All the service providers' staff (professionals) will be required to provide weekly timesheets based on actual work done. No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Municipality.

C3.1.9 Information available from Employer

The Professional Service Provider must make arrangements to collect any other data and information that is required to complete its designs. The Professional Service Provider must also make provision in its pricing for any extra cost that would be incurred in obtaining any other information and data.

C3.1.10 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office/sub-consultants' offices. The construction and architectural monitoring services will take place at the site of each identified project. The Service Provider's personnel will however be required to attend meetings elsewhere in the Sol Plaatje Local Municipal's area as and when required, and it may be necessary to carry out inspections at the building contractor's (or his sub-contractor's) yard(s) wherever they may be.

Traveling will only be reimbursed from the Service Providers office to the site and not to the Employer's offices.

C3.1.11 Reporting Requirements and Approval Procedure

Aside from the particular reports required in terms of the six stages of a project (the Planning, Studies, Investigations and Assessments Reports; Conceptual Planning Report; Tender Evaluation Report; Contract Progress Reports and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project. Furthermore, the Service Provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the services. Notwithstanding any other requirements, the Service Provider shall submit monthly progress report to the Employer in a format approved by the Employer. All project milestones including associated reports are to be approved by the Municipality's Project Leader / Manager prior to proceeding to the next stage of the project. Cost reports, cash flows and execution programmes are also subject to the approval of the Municipality's Project manager.

C3.1.12 Safety

The service provider shall provide all safety equipment as required for his staff and shall undertake all duties in conformance with the relevant Occupational Health and Safety legislation.

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C3.1.13 Security clearance

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being vetted for security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information, which is complete in every respect. Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

C3.1.14 Condition to accept unregistered persons with suitable built environment qualifications on Secondment

It is an express term of the contract that the Service Provider, after award of tender, accept unregistered, suitably qualified (built environment) persons in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant Council for consideration towards professional registration.

The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be the subject of a separate Memorandum of Understanding with the Service Provider, which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding. The responsibility for salaries of seconded persons will remain with the Employer, but responsibility for operational expenses, necessary for the execution of the work, will vest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

C3.1.15 General Requirements

C3.1.15.1 Services

The Services required shall generally be aligned with the duties of an employer regarding professionals in the built environment in the state and may include any of the activities described above or deemed associated thereto. The Service Provider shall be instructed by the Employer to undertake specific assignments in terms of the contract as and when required during the contract period. Upon receipt of an instruction to undertake an assignment, and following any briefing meeting or clarification correspondence, the Service Provider shall compile a (Project Execution Plan) PEP as stipulated below. Once approved, the PEP shall form the basis of the assignment in terms of scope, programme and remuneration.

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C3.1.15.2 Key Persons

The Service Provider shall include the names and supporting documentation in motivation of the expertise of the Key Persons allocated to this contract to undertake assignments in the abovementioned fields. The firm will make all efforts to have all staff allocated to the contract available to fulfil the require contractual obligations, should the firm wish to change or substitute any member of the team this will be done at least 30 days prior to such substitution or change with the Client and in writing and they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

C3.1.15.3 Project Programme

The Service Provider shall prepare a detailed programme for the performance of the Service, which shall be included in the PEP as described below. The programme shall be in sufficient detail to monitor the Service Providers performance. No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Employer.

C3.1.15.4 Project Execution Plan (PEP)

The Service Provider shall prepare a detailed PEP for the assignment following the briefing meeting. A separate PEP will be prepared for each assignment and shall be submitted to the Employer on agreed timeframes. The PEP must contain the Scope of Work for the assignment; the information regarding the programme as stated in C3.2.5; and an exposition of how the Service Provider;

- understands the requirements of the assignment,
- envisages the execution of the professional work
- how the listed Key Persons will be assigned to the work in execution thereof.

After written approval, the PEP will form the basis for the management of the assignment. The programme contained in the PEP will become the “programme” as meant in clause 3.14 of the Conditions of Contract. Should circumstance change from the briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP the matter will be dealt with in terms of the Conditions of Contract.

C3.1.16 Reporting Requirements and Approval Procedure

The Service Provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the Services. Reporting will vary between assignments and specific instructions will be given to the Service Provider regarding the reporting requirements at the briefing meeting. The Service Provider in the PEP shall reflect these specific requirements. Notwithstanding any other requirements, the Service Provider shall submit a monthly report indicating progress of the Services, which he is engaged in.

C3.1.17 Extent of the Services: All Engineering Disciplines

The following general scope of services shall apply:

Normal Services including:

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- Stage 1 - Inception
- Stage 2 - Concept and Viability
- Stage 3 – Design Development
- Stage 4 - Documentation and Procurement
- Stage 5 - Contract Administration and Inspection
- Stage 6 – Close Out / Completion of all consulting services.

Additional Services including but not limited to (Only on written instruction)

Additional Services pertaining to all Stages of the Project should any additional services, of whatever nature be required, shall be specifically agreed to in writing between the Professional Service Provider and the client prior to the execution thereof based on a on a time basis at hourly rates agreed to or if such services should become an integral part of the design the value of the works shall be added to the overall value of the respective discipline’s work and would then be remunerated on a percentage basis.

(a) Geotechnical investigation

The composition of a geotechnical investigation (number of trial holes, depths, typical tests, etc.) is dependent on a number of variables such as area geology, structure types, etc. The Service Provider must ensure that he compiles the investigation in such a way that enough information is acquired for him to be able to design the foundations and make provision for design as adequately as possible.

b) Construction Monitoring

(i) General

The Professional Service Provider must make available construction monitoring staff for Level One, (part time), Level Two or Level Three, (full time), monitoring. The competence and experience of the tenderer’s proposed site personnel shall be an integral part of the Employer’s tender evaluation process. On acceptance of their tender by the Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternative offer is as a result of a *bona fide* unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender. The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(ii) Accommodation of site personnel during construction

Appropriate housing for the site staff shall be provided by the Service Provider and reimbursed at reasonably approved costs. Site staff shall be housed as near to the location of the Works as may be practically possible.

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(i) Establishment of site office

Provision and maintenance of a site office building, all related services and supply of office furniture will normally be made under the Works Contract. The Professional Service Provider shall however provide all office equipment and incidentals required for carrying out administration, supervision and inspection of the Works and shall include:

- Cell phones, including rental and call charges.
- All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. Safety jackets, boots, etc.).
- All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.
- All necessary computer hardware, software, printers and modems and associated consumables.
- Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer.
- One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

(ii) Transport for site staff

The Service Provider shall provide sufficient appropriate vehicles on site for site staff, reimbursable at National Department of Public Works rates. The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act 85 of 1993). The Service Provider under this contract shall however make provision for the incorporation of the Occupational Health and Safety specifications, compiled by others, in the tender documentation, if applicable.

It is a firm requirement that in the designs, planning and supervision of the execution of the work done under the contract resulting from this tender, all applicable regulations and stipulations under OH&SA, (Act 85 of 1993) including regulations and codes of practice etc. are complied with and that the final product shall be in full compliance with said legislation, standards, etc. Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under OH&SA, (Act 85 of 1993).

C3.2 Use of reasonable skill and care (All disciplines)

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others.

In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

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During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase. The departmental project manager shall be notified by the Service Provider and his personnel of any transgression, including *inter alia* the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

C3.3 Co-operation with other services providers (All disciplines)

It will be required of the Service Provider to co-operate with any other professional service providers and or contractors appointed by the Employer.

C3.4 Reporting requirements

Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

C3.5 Applicable legislation and standards (All disciplines)

This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls and which has a bearing on the activities and facilities under this appointment. All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993). Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified in operation manual(s).

The relevant legislation meant herein, as amended, consist of *inter alia* the following, but not limited to:

Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
Construction Industry Development Board Act, 2000 (Act 38 of 2000);
Council for the Built Environment Act, 2000 (Act 43 of 2000);
Electricity Act, 1987 (Act 41 of 1987);
Environmental Conservation Act, 1998 (Act 107 of 1998);
Fire Brigade Services Act, 2000 (Act 14 of 2000);
Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;

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National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
National Environmental Management Act, 1998 (Act 107 of 1998);
National Heritage Resources Act, 1999 (Act 25 of 1999);
National Water Act, 1998 (Act 36 of 1998);
Occupational Health and Safety Act, 1993 (Act 85 of 1993);
Telecommunications Act, 1996 (Act 103 of 1996);
Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises"; the Regulations of
the local Gas Board, where applicable and all regulations promulgated under the above Acts.

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