



MARULENG MUNICIPALITY

CONTRACT NUMBER: MLM/SCM/37/2019 GENERIC BID DOCUMENT

FOR THE

PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS FOR A PERIOD OF 3 YEARS (RE-ADVERT)

| | | |
|----------------|---|--|
| NAME OF BIDDER | : | |
| CONTACT PERSON | : | |
| TEL NUMBER | : | |
| FAX NUMBER | : | |
| CSD NUMBER | : | |

MUNICIPAL MANAGER

MARULENG MUNICIPALITY

P.O Box 628

Hoedspruit

1380

CLOSING
DATE:

26th AUGUST 2021

TENDER DOCUMENT PRICE

R500.00

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1. EVALUATION CRITERIA

Step 1: Administration Compliance

Bidders will firstly be evaluated on their responsiveness.

This includes the following:

1. Bidders must submit together with their bids a copy of Company Registration Document (CK).
2. Failure to submit Valid SARS Tax Compliance Status pin or Tax Clearance, may result in a tender deemed non-responsive.
3. Bidders must submit Certified ID copies of Director's/Owners/Members/Shareholders not older than 3 months,
4. Failure to submit Valid BBBEE Status Level Verification CERTIFICATE will result to a bidder losing points allocated for BBBEE.
5. Bidder must be registered in the national treasury Recent Central Supplier Database (CSD) and attach CSD which is valid and not older than 3 months.
6. Letter of good standing
7. The Tender Document filled in using a black pen
8. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed nonresponsive.
9. Failure to complete the tender forms e.g. Form of Offer, declaration of interest, will result in a tender deemed non-responsive.
10. Failure to submit Statement of Municipal Account (rates & taxes) for both Company and Director which is not older than three (3) months or lease agreement or letter from Traditional Authorities stating that the bidder is subject of their royal authority and he/she is not obliged to pay Municipal rates and taxes, will result in a tender deemed non-responsive furthermore ownership of property will be subject to be checked through deeds office.
11. Authority of Signatory (To be completed on own company letterhead)
12. List of Returnable documents as listed on T2.1
13. Initials on all pages of tender document.
14. Any documentation that we have requested to be certified should not be older than three months, failure to do that your bid will be deemed non-responsive.
15. Failure to submit comprehensive Joint Venture Agreement (where applicable) will result in a tender deemed non responsive.
16. Bidders to ensure that their tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.
17. Company Profile with proven previous experience must be attached, failure to do so will result to your bid deemed non-responsive.
18. Use of tipex is prohibited and the bidder will be deemed non-responsive / non-compliance during the evaluation of tender.
19. If the bidder have not heard from the municipality within 90 days from the closing date of tender, company must consider itself unsuccessful.
20. The Maruleng Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

21. Proof of company registration with professional council, either SABBACO or CESA
22. An original cancelled check or certified copy of stamped letter from the bank, verifying bank details (the bank letter should not be older than 3 months).
23. Bidder must attach the proof of payment for the tender document issued or Downloaded.
24. Dismantling of the tender document will lead to disqualification
25. There will be no briefing session due to Covid-19

Step 2

Functionality – A bidder must obtain a minimum of 60 Points to be considered for further evaluation

| Description of Document required | Maximum Points Obtainable | Maximum Claimed |
|--|---------------------------|-----------------|
| Key of Personnel <input type="checkbox"/> Qualifications of personnel - 10 Points <ul style="list-style-type: none"> ○ Project Leader: BSc (Honours)/Btech with NQF Level 7 - 5 Points ○ Design Engineer: BSc Civil / Btech– 5 Points <input type="checkbox"/> Relevant experience of personnel - 20 Points <ul style="list-style-type: none"> ○ Project Leader(Civil Engineering Projects): – 10 Points <ul style="list-style-type: none"> ▪ 5 or more years – 10 Points ▪ 3 to 4 years – 5 Points ▪ 0 to 2 years – 2 Point ○ Design Engineer(Civil Engineering Projects): 10 Points <ul style="list-style-type: none"> ▪ 3 or more years – 10 Points ▪ 0 to 2 years – 5 Point <input type="checkbox"/> Professional Registration (after Registration) - 10 Points <ul style="list-style-type: none"> ○ Project Leader (Pr Eng./Pr Technologist): – 6 Points <ul style="list-style-type: none"> ▪ 5 or more years – 6 Points ▪ 3 to 4 years – 3 Points ▪ 0 to 2 years – 2 Point ○ Design Engineer(Pr Eng./Pr Technologist): – 4 Points <ul style="list-style-type: none"> ▪ 5 or more years – 4 Points ▪ 3 to 4 years – 3 Points ▪ 0 to 2 years – 1 Point <input type="checkbox"/> Non-Submission – 0 Points | 40 Points | |
| Firms previous relevant experience on projects of a similar nature (Roads & Stormwater projects Design) <input type="checkbox"/> Certified Appointment Letters – 5 per project attached with | 30 Points | |

| | | |
|---|-------------------|--|
| contactable reference <ul style="list-style-type: none"> ▪ 5 or more Letters – 30 Points ▪ 3 to 4 Letters – 28 Points ▪ 1 to 2 Letters – 14 Points <input type="checkbox"/> Non-Submission - 0 | | |
| Quality Management System | 10 Points | |
| CESA / SABBACO | 10 Points | |
| Total | 100 Points | |

- 1 **Bidders submitting two or more offers on the same bid under different names without declaring interest shall be disqualified.**
- 2 **Proper completions and signing of all prescribed parts of the bid form is a compulsory requirement. Any bid offer that do not provide all the required information completely and in a form that is required, may be regarded as non-responsive.**
- 3 **Where the preference affidavit is not filled in, NO preference points will be given.**
- 4 **Bidders must submit valid tax clearance certificates for each and every bid. Failure to do so may invalidate the bid. No contract may be awarded to a bidder who has failed to submit an original tax clearance certificate from SARS.**
- 5 **Bidders must submit company profile with traceable references.**
- 6 **Bidders must attach proof of payment of municipal rates and taxes of the company and directors not older than three months.**
- 7 **Inclusion in the panel does not guarantee any work.**
- 8 **This bid is subjected to the conditions and practices of the Joint Building Contract Committee and where applicable, the special conditions of contract.**
- 9 **Only the original bid form stamped by the Maruleng Municipality will be accepted. All MBD Form 1 to 9 must be completed in full as they form basis for evaluation**
- 10 **The bidder shall not make any alterations or additions to the bid document, except to comply with the instructions issued. Any necessary or corrected errors made by the bidder shall require the signatories of the company or firm to initial on all such alteration. Erasure and the use of masking fluid are prohibited.**
- 11 **The Maruleng Municipality shall upon awarding of the bid at the rand value of R1.5 million and above, require the bidder to provide a surety, securities and/or guarantees from an accredited financial institution prior to the signing of the contract and commencement of works.**
- 12 **The special conditions of contract take precedent on any of the conditions of contract that are to be applied.**
- 13 **The bidder shall familiarise him/herself with the relevant conditions of contract for the awarded bid and signing of such contracts before commencement of works.**

- 14 **In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. The bidder must utilize the standard Joint Venture Agreement in the CIDB website**
- 15 **It remains the responsibility of the contractor to ensure compliance to Occupational Health and Safety Act, 1993 (Act no. 85 of 1993); Best Practice Labour-Based Methods and Technologies for Employment Intensive Construction Works; Conditions of Employment for Special Public Works Programmes in terms of the Basic Conditions of Employment Act of 1997, Labour Relations Act of 1995 (Act no.66 of 1995) and all the relevant regulations pertaining to these acts.**

SCHEDULE OF DOCUMENTS

The Bid Documents for this Contract comprise the following:

Issued to Bidders

This Document, comprising:

THE BID

T1: Bidding procedures

- T1.1. Bid Notice and Invitation to Bid
- T1.2. Bid Data
- T1.3. Conditions of Bid

T2: Returnable documents

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules
 - 1. Returnable Schedules Required for Bid Evaluation Purposes
 - 1.1 Resolution of Board of Directors
 - 1.2 Resolution of Board of Directors to enter into consortia or JV's
 - 1.3 Special Resolution of Consortia or JV's
 - 1.4 Schedule of proposed sub-contractors
 - 1.5 MBD 1-9
 - 1.6 Compulsory Enterprise Questionnaire
 - 2. Other Documents Required for Bid Evaluation Purposes
 - 2.1 Capacity and experience of Bidder
 - 2.2 Evaluation Schedule: Bidder's experience
 - 2.3 Evaluation Schedule: Proposed organisation and staffing

- 2.4 Evaluation Schedule: Experience of key staff
- 2.5 Record of consultancy services provided to organs of state

- 3. Returnable Schedules that will be incorporated into the Contract
 - 3.1. Record of Addenda to bid documents
 - 3.2. Clarification Meeting Attendance Certificate

- 4. Other documents that will be incorporated into the Contract
 - 4.1 MBD 3.3: Schedules of Fees and Disbursements (Part C2, The Contract)

THE CONTRACT

C1: Agreement and Contract Data

- C1.1 Form of Offer and Acceptance
 - i. Form of Offer
 - ii. Form of Acceptance

- C1.2 Contract Data

- Part 1: Data provided by the Employer
 - Part 2: Data provided by the Service Provider

C2: Pricing data

- C2.1 Pricing Instructions

- C2.2 MBD 3.3: Schedules of Fees and Disbursements

C3: Scope of Work

- C3. Scope of Work

T1: BIDDING PROCEDURES
T1.1: BID NOTICE AND INVITATION TO BID



MARULENG MUNICIPALITY

CONTRACT No.

PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS FOR A PERIOD OF 3 YEARS (RE-ADVERT)

Experienced firms in civil engineering works are hereby invited for the **PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS.**

Tender documents are obtainable from Maruleng Municipality Offices, Hoedspruit, 64 Springbok Street Telephone (015) 793 2409, upon payment of bank deposit or Cash payment of R500.00 per set. Those who have paid before they should not pay again but they should print the new tender document (re-advert) and attach the proof of payment.

Tender documents are obtainable from 16th July 2021 during the following times: 08:00 to 16:00 (Monday to Friday). Technical enquiries related to the aforesaid may be directed to Mr Malatji KE (Acting Director: Technical Services) of Maruleng Municipality, Tel: (015) 793 2409

No briefing session will be held due to Covid 19. The bidders are requested to liaise with the Technical Director for clarity.

All tenders and supporting documents must be sealed in a cover clearly marked "TENDER NO **MLM/SCM/37/2019: PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS FOR A PERIOD OF 3 YEARS (RE-ADVERT).**" and must be placed in the tender box situated in the entrance foyer of the MARULENG MUNICIPALITY OFFICES, Hoedspruit, 1380 not later than 11H00 on the 26th August 2021, where tenders shall be opened. For those who are unable to do hand delivery they should courier their Tender documents. Telegraphic, facsimile, and late tenders will not be accepted.

The Municipal Manager
Mr. Magabane TG
Maruleng Municipality
64 springbok Street
Hoedspruit
1380

P.O BOX 627
HOEDSPRUIT
1380

T1.2: BID DATA

| CLAUSE NUMBER | |
|---------------|---|
| | <p>The conditions of bid are the Standard Conditions of Bid as contained in this document</p> <p>The Standard Conditions of Bid for procurement makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Bid</p> |
| F.1.1 | The employer is the Maruleng Local Municipality |
| F.1.2 | <p>For this contract the single volume approach is adopted.</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid offer. The bidder must submit his bid offer by completing the Returnable Documents including the fully priced Activity Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to Maruleng Local Municipality bound up as it was when it was received.</p> <p>The bid documents issued by the Employer comprise of the following:</p> <p>BID Part T1: Biding procedures T1.1 - Bid notice and invitation to bid T1.2 - Bid data</p> <p>Part T2: Returnable documents T2.1- List of returnable documents T2.2 - Returnable schedules</p> <p>CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing data C2.1 Pricing instructions C2.2 Priced fees and disbursements</p> <p>Part C3: Scope of work C3 Scope of work</p> |
| F.1.4 | <p>The employer's agent is:</p> <p>Name: TG Magabane Capacity: Municipal Manager</p> <p>Address: Maruleng Local Municipality PO Box 627 Hoedspruit 1380</p> |

| F.2.1 | <p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> 1. Bidder is qualified and professionally registered for the consultancy service to be provided 2. Bidder has the managerial capacity, reliability and experience regarding the nature of the project | | | | | | |
|---|---|---------------------------------|---|--|--|---|-----|
| | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #ffff00;"> <th style="text-align: center;">Description of quality criteria</th> <th style="text-align: center;">Maximum number of bid evaluation points</th> </tr> </thead> <tbody> <tr style="background-color: #ffff00;"> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td>Bidder's experience, Organisation and staffing, quality assurance, indemnity insurance, Experience of key staff (above 60% bidders are eligible for further evaluation)</td> <td style="text-align: center;">60%</td> </tr> </tbody> </table> <p style="text-align: right;">Only</p> <p>those bidders who score a minimum score of 60 % in respect of the following quality criteria are eligible to submit bids.</p> | Description of quality criteria | Maximum number of bid evaluation points | | | Bidder's experience, Organisation and staffing, quality assurance, indemnity insurance, Experience of key staff (above 60% bidders are eligible for further evaluation) | 60% |
| Description of quality criteria | Maximum number of bid evaluation points | | | | | | |
| | | | | | | | |
| Bidder's experience, Organisation and staffing, quality assurance, indemnity insurance, Experience of key staff (above 60% bidders are eligible for further evaluation) | 60% | | | | | | |
| F.2.7 | <p>No briefing session due to Covid 19. Bidders must liaise with the Technical Director For clarity</p> | | | | | | |
| F.2.13.5 F.2.15 | <p style="color: red;">The employer's address for delivery of bid offers and identification details to be shown on such bid offer package are:</p> <p>Location of bid box: Maruleng Local Municipality Physical address: 65 Springbok, Hoedspruit, 1380 As indicated in the bid notice</p> | | | | | | |
| F.2.13.6 F.3.5 | <p>A Two-envelope procedure will not be followed.</p> | | | | | | |
| F.2.15.1 | <p>The closing time for submission of bid offers is 11H00 and 26th August 2021</p> | | | | | | |
| | | | | | | | |
| F.2.22 | <p>Not a requirement.</p> | | | | | | |
| F.2.23 | <p>The bidder is required to submit with his bid a valid Tax Clearance Certificate issued by the South African Revenue Services.</p> | | | | | | |
| F.3.4 | <p>The location for opening of the bid offers, immediately after the closing time thereof shall be at:</p> <p>Time: 11H00 on the 26th August 2021</p> <p>Location: Maruleng Local Municipality; 65 Springbok, Hoedspruit, 1380</p> | | | | | | |
| F.3.11 | <p>Tenders will be evaluated on functionality only.</p> | | | | | | |
| F.3.11.3 | <p>Quality shall be scored independently by not less than three evaluators in accordance with the following schedules:</p> | | | | | | |

| | |
|----------------|---|
| | <ul style="list-style-type: none"> <input type="checkbox"/> Bidder's experience <input type="checkbox"/> Experience of key staff <input type="checkbox"/> Quality Assurance <p>The scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for quality.</p> |
| F.3.11 | The minimum number of evaluation points for quality is 60% of the maximum quality score |
| F3.13.1 | <p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> <input type="checkbox"/> the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services <input type="checkbox"/> the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges for the Guideline Tariff of Fees as per the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) <input type="checkbox"/> the bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and <input type="checkbox"/> the bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) Failed to perform on any previous contract and has been givenwritten notice to this effect. <input type="checkbox"/> it is considered that the performance of the services will not be compromised through any conflict of interest.. |
| F.3.18 | The number of paper copies of the signed Contract to be provided by the Employer is one. |

T1.3: ANNEX F: STANDARD CONDITIONS OF BID

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 GENERAL

F.1.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.2 BIDDER'S OBLIGATIONS

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of bidding

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Obtain, as necessary for submitting a bid 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 bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the bid offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative bid offers

F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

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

F.2.13 Submitting a bid offer

F.2.13.1 Submit a bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the bid data.

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

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

F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders 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 bid offer.

F.2.13.5 Seal the original and each copy of the bid 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 bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid 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 bid data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original bid 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 bid data.

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of bid offer after submission

Provide clarification of a bid offer in response to a request to do so from the employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder'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 bidder 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 bid offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other bid documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents.

F.3.3 Return late bid offers

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

F.3.4 Opening of bid submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders 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 bidders, who score in the quality evaluation above the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

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

F.3.9 Arithmetical errors

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the

line item total as quoted shall govern, and the unit rate will be corrected.

- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the bided total of the prices.

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

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F.3.11.1 General

Maruleng Municipality Supply Chain Management committees shall evaluate the bid. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below as contained in the Supply Chain Management Policy:

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

| | |
|--|---|
| Method 4: Financial offer, quality and preferences | <ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. |
|--|---|

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data.

F.3.13.2 Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15. Prepare contract documents

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

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule

of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

- 1.1 Resolution of Board of Directors
- 1.2 Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Special Resolution of Consortia or JV's
- 1.4 Schedule of proposed sub-contractors
- 1.5 MBD 1-9
- 1.6 Compulsory Enterprise Questionnaire

2. OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

- 2.1 Capacity and experience of Bidder
- 2.2 Evaluation Schedule: Bidder's experience
- 2.3 Evaluation Schedule: Proposed organisation and staffing
- 2.4 Evaluation Schedule: Experience of key staff
- 2.5 Record of consultancy services provided to organs of state

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

- 3.1. Record of Addenda to bid documents
- 3.2. Clarification Meeting Attendance Certificate

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- 4.1 MBD 3.3: Schedules of Fees and Disbursements (Part C2, The Contract)

T2.2 RETURNABLE SCHEDULES

SCHEDULE 1.1

RESOLUTION OF BOARD OF DIRECTORS

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS (RE-ADVERT).

Bid / Bid Number: MLM/SCM/37/2016

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: : _____

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

| | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 5 | | | |
| 6 | | | |

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by *all* the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

SCHEDULE 1.2

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

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

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

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

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

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

2. to the to the Maruleng Local Municipality in respect of the following project:

PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS (RE-ADVERT).

Bid / Bid Number: **MLM/SCM/37/2019**

3. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domiciliumcitandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
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| 4 | | | |
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| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

| Note: | ENTERPRISE STAMP |
|--|-------------------------|
| 1. * Delete which is not applicable 2. NB. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise 3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page | |

SCHEDULE 1.3:

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

RESOLVED that:

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

PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS.

Bid / Bid Number: **MLM/SCM/37/2019**

A. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

| | NAME | CAPACITY | SIGNATURE |
|----|------|----------|-----------|
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| 13 | | | |
| 14 | | | |
| 15 | | | |

Note:

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

SCHEDULE 1.4:

SCHEDULE OF PROPOSED SUB-CONSULTANTS

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

| | Name and address of proposed sub-consultant | Nature and extent of work | Previous experience with sub-consultant |
|----------|---|---------------------------|---|
| 1 | | | |
| 2 | | | |
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| 5 | | | |

| | | | |
|-------------------------------|------------------|-----------------|-------------|
| | | | |
| Name of representative | Signature | Capacity | Date |

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

SCHEDULE 1.5:

MBD 2

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

MBD2/ Application for tax Certificate...

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:
2. Trade name:
3. Identification number:

| | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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4. Company / Close Corporation registration number:

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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
5. Income tax reference number:

| | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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6. VAT registration number (if applicable):

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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
7. PAYE employer's registration number (if applicable):

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

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LIVEABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[MBD 2]

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

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

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

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

3.7.1 If so, furnish particulars.

.....
.....

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

3.8.1 If so, furnish particulars.

.....
.....

**3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
YES / NO**

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....

Date

.....
Position

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?
YES/NO

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

2.2 If yes, provide particulars.

.....
.....

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

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of

B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium

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

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

| |
|--|
| SIGNATURE(S) OF BIDDERS(S) |
| DATE: ADDRESS |

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audialterampartem</i> rule was applied). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-------------|--|---------------------------------|--------------------------------|
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
 - i. **Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - ii. **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**
 - iii. **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf
 of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 2.1

CAPACITY AND EXPERIENCE OF BIDDER

PARTICULARS OF COMMITMENTS WHICH THE BIDDER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

Current projects:

| Project | Employer | Reference / Contact person | Contact Tel. No. | Contract amount | Contract period | Date of commencement | Scheduled date of completion |
|---------|----------|----------------------------|------------------|-----------------|-----------------|----------------------|------------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |

Previous projects:

| Project | Employer | Reference / Contact person | Contact Tel. No. | Contract amount | Contract period | Date of commencement | Scheduled date of completion | Actual date of completion |
|---------|----------|----------------------------|------------------|-----------------|-----------------|----------------------|------------------------------|---------------------------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |

| | | |
|----------------|-----------|------|
| | | |
| Name of Bidder | Signature | Date |

SCHEDULE 2.2

EVALUATION SCHEDULE: BIDDER'S EXPERIENCE

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

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

The description should be put in tabular form with the following headings:

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

SCHEDULE 2.3:

EVALUATION SCHEDULE: PROPOSED ORGANISATION AND STAFFING

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

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

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

SCHEDULE 2.4:

EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF

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

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

A brief CV of each key staff member of not more than 2 pages together with certified copies of qualifications and membership should be attached to this schedule. The CV should be structured under the following headings:

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

SCHEDULE 2.5:

RECORD OF CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

Bidders are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the bidder identified in the signature block below was directly contracted by the Employer. Bidders must not include consultancy services provided in terms of a sub-consultancy agreement.

Where contracts were awarded in the name of a joint venture and the bidder formed part of that joint venture, indicate in the column entitled "Title of the contract for the consultancy service" that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the bid.

Complete the record or attach the required information in the prescribed tabulation.

Part A: All consultancy services commenced or completed to an organ of state in the last five years

| | Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity. | Title of contract for the consultancy service | Value of contract for service incl. VAT (Rand) | Date completed (State current if not yet completed) |
|-----------|---|--|---|--|
| 1. | | | | |
| 2. | | | | |
| 3 | | | | |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

SCHEDULE 3.1:

RECORD OF ADDENDA TO BID DOCUMENTS

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

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

| | | |
|----------------|-----------|------|
| | | |
| Name of Bidder | Signature | Date |

6. I / We confirm that no communications were received from the Maruleng Municipality before the submission of this bid offer, amending the bid documents.

| | | |
|----------------|-----------|------|
| | | |
| Name of Bidder | Signature | Date |

SCHEDULE 3.2

CLARIFICATION MEETING ATTENDANCE/ TELEPHONIC SESSION CERTIFICATE

This is to certify that I, _____ representing
_____ in the company of
_____ attended the clarification meeting /
telephonic session.

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting / telephonic session and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

| | | | |
|----------------|-----------|--|------|
| | | | |
| Name of Bidder | Signature | | Date |

| | | |
|----------------------------------|-----------|------|
| | | |
| Name of Municipal Representative | Signature | Date |

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

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

PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS.

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

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

MBD 3.3:

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature

Name

Capacity

For the Bidder.....

(Name and address of organization)

Name and signature of witness Date

FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:

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

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the Employer, the Maruleng Municipality, PO Box 627, Hoedspruit, 1380

Name and signature of witness Date

SCHEDULE OF DEVIATIONS

1. Subject: _____

Details: _____

2. Subject: _____

Details: _____

3. Subject: _____

Details: _____

4. Subject: _____

Details: _____

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

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

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **MARULENG MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2011
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| | |
|-------------|-------|
| WITNESSES | |
| 1 | |
| 2 | |
| DATE: | |

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

| DESCRIPTION OF SERVICE | PRICE (VAT INCL) | COMPLETION DATE | PREF POINTS CLAIMED FOR HDIs | PREF POINTS CLAIMED FOR RDP GOALS |
|------------------------|------------------|-----------------|------------------------------|-----------------------------------|
| | | | | |

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

- a) The Employer is the **Maruleng Municipality**
- b) The authorised and designated representative of the Employer is **Mr TG Magabane**
- c) The address for receipt of communications is:
 - Tel: 015 793 2409
 - Fax: 015 793 2341
 - Address: 65 Springbok, Hoedspruit, 1380
- d) The Bid is: **PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS.**
- e) The Period of Performance commences on the date of signature of the Form of Acceptance.
- f) The location for the performance of the Project is **Maruleng Municipality**
- g) The programme shall be submitted within 7 days of the award of the Contract.
- h) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- i) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
 - i) Appointing Subcontractors for the performance of any part of the Services,
 - ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.
- j) Copyright of documents prepared for the Project shall be vested with the Employer
- k) Interim settlement of disputes is to be by mediation
- l) Final settlement is by litigation
- m) In the event that the parties fail to agree on a mediator, the mediator is nominated by the South African Association of Consulting Engineers
- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is: _____

Address: _____

Telephone: _____

Facsimile: _____

The authorised and designated representative of the Service Provider is:

Name: _____

The address for receipt of communications is:

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 MBD 3.3: SCHEDULES OF FEES AND DISBURSEMENT

MBD 3.3

PRICING SCHEDULE
(Professional Services)

| | |
|---------------------|--------------------|
| Name of Bidder..... | Bid Number..... |
| Closing Time | Closing Date |

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|--|
|----------|----------|-------------|--|

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all

phases and including all expenses inclusive of applicable taxes for the project.
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECTS AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS OF HEREOF)

| 4. PERSONS AND POSITION HOURLY RATE | DAILY RATE |
|-------------------------------------|------------|
| | R..... |
| | R..... |
| | R..... |
| | R..... |
| | R..... |

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT.

| | |
|------------|--------|
| days | R..... |
| days | R..... |
| days | R..... |
| days | R..... |

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |

..... R.....

..... R.....

..... R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 other expenses, for example accommodation (specify, e.g. Three star Hotel, bed and breakfast, telephone cost, reproduction cost, etc). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: | | | R..... |

6. Period required for commencement with project after acceptance of bid
.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract?
.....YES/NO

9. If not firm for the full period provide details of the basis on which adjustments will be applied for, for example consumer price index
.....

.....

.....

.....

.....

.....

*Delete if not applicable

C3: SCOPE OF WORK

1. BACKGROUND

Maruleng Municipality intend to have a pool of consulting engineering firms that can be appointed from time to time to render planning, design, documentation and construction supervision for the civil projects within its jurisdiction. This process will be done through the registration of Professional Service Providers in the database of the municipality. Successful service providers will be enlisted in our roaster system in the rating format with the possibilities of awarding or allocating projects.

2. RELEVANT PROFESSIONAL SERVICE PROVIDERS REQUIRED.

Maruleng Municipality through its Supply Chain Management Policy requires the Professional Service Providers (PSPs) to register in our database for possible projects allocation as consultants to plan, design, manage and supervise our civil engineering projects.

The PSPs required MUST be practising within the following categories

- Civil and Structural engineering
- Transportation and Traffic Engineering
- Architectural and building (Quantity Surveyors)

Consultants falling within the above categories are welcome to submit their company profiles and CVs.

3. SUBMISSION BY CONSULTANTS

- a. Company profiles, CVs and professional status
- b. Valid Tax Clearance Certificate (SARS)
- c. Certified Copy of Professional Indemnity Insurance
- d. Company registration documents (e.g. CK)
- e. Any professional competent person who will fail to sign affidavit for consent or who will sign consent for more than one company will lead to automatic disqualifications of such firms
- f. The relevant experience and capacity to design and manage projects. (Copy of appointment letters)

NB: Submission without the above listed documents will not be considered for evaluation

Purpose of Assignment

The purpose of the consulting services is three fold:

- To render Normal Engineering Services (published annually in the Government Gazette) as amended hereinafter
- To render Construction Monitoring and Occupational Health and Safety Services

These services will be towards the successful implementation of the projects. This may extend over three financial years.

Activity Matrix

The required services are defined in the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession, Act, 2000 (Act 46 of 2000) as published annually by Engineering Council of South Africa.

Normal Services

The following are normal services but not limited to:

- a) Updated Asset Register
 - b) Implementation Programme
 - c) Budget Requirements
 - d) A selection of Photos of assets in need of upgrading e.g. storm water management structures
- (1) Bid documents shall be according to CIDB and clients requirements.
 - (2) On completion of analysis the scope of works should be amended if the recommended bid amounts the available funding.

Additional Services

The following should be regarded as additional Services:

- (1) The consulting engineer shall motivate in writing should any additional services be required (other than detailed hereinafter). The consulting engineer may only proceed after receipt of written approval to provide additional services.
- (2) Construction Monitoring (6) – The consulting engineer is required to provide Construction Monitoring at Level 2. The engineer or representative should visit the site on average once a week.
- (3) Add to paragraph 2.2.3 Occupational Health and Safety Act, 1993 (Act 85 of 1993)

The client requires the consulting engineer to undertake duties under this act and the Construction Regulations.

Employer's objective

PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR CIVIL ENGINEERING PROJECTS.

- To develop reliable and sustainable infrastructure.
- Community involvement at all levels.

- Community economic empowerment opportunities during planning and construction period.
- Provision of accredited training to local labour
- All projects will have an EPWP component.

Overview of the works

In order to avoid fragmented planning and development, full coordination will be maintained through the Municipal area, with the support of a steering committee of relevant stakeholders. Communities based structures must be used for the formation of steering committees to support further planning and implementation of the project.

Extent of the works

The appointed implementing agent shall be expected to carry out the following with and on behalf of Maruleng Local Municipality:

- Liaison and Consultation with communities and various stakeholders in the Municipal area to obtain feed-back and additional inputs to the plan, and to establish support and participation methodologies and structures.
- Joint selection of the most economic and sustainable option with a low cost maintenance implication that is in line with national standards and meets the specific circumstances within each community.
- Detailed implementation programme formulation
- Contract administration and project management
- Facilitation of construction and maintenance training through accredited service providers.
- Provision of quality assurance programmes
- Preparation of monthly progress and financial reports including projected cash flow
- Site Supervision also applying the EPWP Principles as per guideline and including one site supervision/inspection at least weekly on the active projects.

Project Reporting

The following reports will be required (as a minimum) and approval in writing should be sought from the employer at each stage before progressing to the next reporting stage:

- Scoping Report
- Preliminary Design Report
- Detail Design Report and drawings (including tender documents)
- Monthly Progress Reports
- Project Close-out Report
- Soft copy of as built drawings on AutoCAD 2013
- Hard copy of as A0 built drawings on sepia paper scale 1:2500

Implementation Programme

| | |
|---------------------------------------|---|
| Scoping Report | 2 Weeks after receipt of letter of acceptance |
| Preliminary Design Report | 6 Weeks after receipt of letter of acceptance |
| Detail Designs Report | 8 Weeks after receipt of letter of acceptance |
| Final Design and Tender documentation | 9 Weeks after receipt of letter of acceptance |
| Tender evaluation report | 1 Week after tender closure |