



# UMSOBOMVU MUNICIPALITY

## CONTRACT NUMBER: UMS/MIG\_DSAC/07/2022

**REQUEST FOR PROPOSAL:**

**PROVISION OF PROFESSIONAL SERVICES FOR**

**UPGRADING OF KUYASA SPORT GROUND IN COLESBERG**

**ISSUED BY:**

**Umsobomvu Municipality  
 Private Bag X6  
 Colesberg  
 9795**

**NAME OF BIDDER:.....**

**CONTACT PERSON.....**

**POSTAL ADDRESS:.....**

**TEL NO:..... FAX NO :.....**

**BIDDERS AMOUNT.....(Vat Inc.)**

### PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMSOBOMVU LOCAL MUNICIPALITY)</b>					
<b>BID NUMBER:</b>	<b>UMS/MIG -DSAC/07/2022</b>	<b>CLOSING DATE:</b>	<b>26 AUGUST 2022</b>	<b>CLOSING TIME:</b>	<b>12H00</b>
<b>DESCRIPTION</b>	<b>UPGRADING OF KUYASA SPORT GROUND IN COLESBERG</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>21 A CHURCH STREET</b>					
<b>COLESBERG</b>					
<b>9795</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		DEPARTMENT	TECHNICAL	
CONTACT PERSON	MRS S. KHAPHA		CONTACT PERSON	MR S NKCITHISO	
TELEPHONE NUMBER	051 753 0777		TELEPHONE NUMBER	051 753 0778	
E-MAIL ADDRESS	selina@umsobomvumun.co.za		E-MAIL ADDRESS	simphiwe@umsobomvumun.co.za	

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>  1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.  2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.  2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.  2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

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# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## REQUEST FOR PROPOSAL:

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### PART T1: TENDERING PROCEDURE

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## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### T1.1 Tender Notice and Invitation to Tender

Umsobomvu Municipality invites professional service providers to submit proposals for the following two projects:

Item	Project Description	Bid Number	Briefing Session Date	Closing Date
1	Upgrading of Tyoksville Internal Streets in Noupoort to Block Paving	UMS/MIG/07/2022	Friday 29 July 2022	26 August 2022
2	Upgrading of Kuyasa Sport Ground in Colesberg	UMS/MIG_DSAC/07/2022	Friday 29 July 2022	26 August 2022

Tenders are invited from professional service providers for provision of professional civil engineering services in planning, design, documentation and construction site supervision of the above-mentioned projects. Umsobomvu Local Municipality wishes to engage with Professional Services Providers in accordance with the Engineering Professions Act 46 of 2000.

Tender documents will be available on the Umsobomvu Local Municipality's website on the **29 July 2022**, and can be downloaded at no cost.

**The compulsory briefing session will be held on Friday 29 July 2022 in Colesberg at Umsobomvu Local Municipality Offices (Library Committee Room) @ 10:00.**

Sealed proposals, endorsed with the corresponding project Number and Description must be placed in the tender box at the office of Umsobomvu Municipality in Colesberg. Postal delivery to reach Umsobomvu Municipality, Private Bag X6, Colesberg, 9795, not later than **12:00 on Friday, 26 August 2022**, after which the tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late proposals will not be accepted. Late, incomplete, electronic or telegraphic proposals will not be considered.

Queries relating to the proposal may be addresses directly to Messrs' S. Nkcithiso or T. Mthimkulu, Tel: 051 753 0780, Tel: 051 753 0777.

Declaration of Interest forms are available on the web-site ([www.umsobomvumun.co.za](http://www.umsobomvumun.co.za)) which must be filled out and submitted with the tender.

### **TENDERES SHOULD TAKE NOTE OF THE FOLLOWING CONDITIONS AND INCLUDING REQUIREMENT LISTED ON THE TENDER DATA.**

1. Fully Completed tender document
2. Tenderers must supply with their tender a valid Tax Clearance certificate/Tax Pin.
3. All bids submitted should remain valid for a period of **120 days** after the bid closing.
4. Tenderers must supply with their tender a proof of professional indemnity insurance.
5. Certified copies of company founding statement (CK).
6. Company profile with traceable references.

7. All bids will be subjected to pre-qualification and will be require to achieve a **minimum score of 60 out of 100 points** for functionality.
8. Tenders must attach completion certificates of the projects they have completed, signed by the accounting officer or delegated official in accordance with the criteria stated in order to be assessed for functionality.
9. Proof of latest municipal rates, taxes and municipal services statement indicating that rates, taxes and municipal services charges are not in arrears for more than 3 months, or if the property for your business is being leased to the bidder, then lease agreement must be submitted. **(bidders are advised to ensure that they align the address on CSD and CK to the lease agreement and or Municipal account)**
10. Company directors' statement of municipal accounts (Not older than Three Month).
11. Bidders are required to submit original and valid BBBEE, status level verification certificates or certified copies thereof together with their bids.
12. All tenderers must be registered on the Central Supplier Database (CSD), National Treasury and with compliant tax status.
13. Tenderers must have certified evidence of BBBEE status issued by SANAS, IRBA or SANAS accredited agents if claiming preference.
14. All MBD forms must be completed accurately (MBD1, MBD2, MBD4, MBD6.1, MBD 6.2, MBD 7.1, MDB 8, MDB 9).
15. This bid is subject to the general conditions of contract (GCC) and, if applicable, any other Special Conditions of Contract.
16. Umsobomvu Municipality does not bind itself to accept the lowest tender or any tender, and reserves the right to accept the whole or part of the tender, if:
  - a) The tender amounts received are too high;
  - b) The tenders do not comply with specific tender goals,
  - c) Objective criteria exist which justify or necessitate the non-acceptance of any tenders
17. All bids will be adjudicated and awarded in terms of the Umsobomvu Supply Chain Management Policy, the Preferential Policy Framework Act 2000 (Act No. 5 of 2000) and the regulations promulgated in terms of this Act and on the following criteria:
  - **Price = 80 points. BBBEE contribution level = 20 points.**
18. Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.

**Mr AC Mpela**  
Municipal Manager  
Umsobomvu Municipality  
Private Bag X6  
COLESBERG  
9795

Notice No: **23/2022**

Date: 20 July 2022

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) **Standard for Uniformity in Construction Procurement** (see [www.cidb.org.za](http://www.cidb.org.za)).

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

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause Number	
<b>F.1</b>	<b>General</b>
F.1.1	The Client is: Umsobomvu Local Municipality Private Bag x 6 Colesberg, 9795
F.1.2	The Tender documents issued by the Client comprise: <b>Tender</b> T1.1 Project Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract
	<b>Contract</b> <b>Part 1 : Agreements and Contract data</b> C1.1 Forms of Offer and Acceptance C1.2 Contract Data <b>Part 2 : Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantities <b>Part 3 : Scope of Work</b> C3.1 Description of the Works
F1.3	<b>Interpretation</b> The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.



F.1.4	<b>Communication:</b> Communication with all stakeholders shall be through the Umsobomvu Local Municipality Project Manager. communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer
	Contact person: <b>Mr. Themba Mtimkhulu</b> Tel: 051 753 0777
F.1.5	<b>The employer's right to accept or reject any tender offer</b>
F.1.5.1	<b>Reject or accept</b> The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.
F.1.6	<b>Procurement procedures</b>
F.1.6.1	a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.2	<b>Tenderer's obligations</b>
F.2.1.1	<b>Eligibility</b> Only those Tenderers who satisfy the following criteria to submit tenders: 1. Only those Tenderers who have the Directors as Projects leaders in their company who are registered as a <b>Professional Engineer (Pr. Eng)</b> or <b>Professional Technologist (Pr. Tech Eng)</b> in terms of the Engineering Professional Act, 2000 (Act No 46 of 2000) and who has a minimum <b>Civil Engineering Degree</b> or <b>equivalent</b> . Proof of qualifications <b>must</b> be submitted with the tender in the form of <b>original certified copied</b> .
F.2.2	<b>Cost of tendering</b> Accept that the Employer will not compensate the tenderers for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	<b>Confidentiality and copyright</b> Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	<b>Reference documents</b> Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F2.6	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	The arrangements for a <b>compulsory clarification meeting</b> are:
	<b>Date:</b> Friday, 29 July 2022 <b>Starting time:</b> 10h00
	<b>Location:</b> Umsobomvu Local Municipality, Library Boardroom, Colesberg, 9795
F.2.8	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F2.10	<b>Pricing the tender</b>
F.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered 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 South African Rand
F2.11	<b>Alterations to documents</b> Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	<b>Alternative tender offers</b> Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
F.2.13 .5	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: <b>Location of Tender box:</b> , Umsobomvu Local Municipality, No.21a Church Street, Colesberg, 9795
F.2.14	<b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
F.2.15	<b>Closing time</b> The closing times for submission of Tenders are <b>12H00 on Friday, 26 August 2022.</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will <b>not</b> be accepted.
F.2.16	<b>Tender offer validity</b> The Tender offer validity period is 120 Days as stated in the tender data.
F.2.17	<b>Clarification of tender offer after submission</b> The tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	<b>Provide other material</b> The tenderer shall, when requested by the Employer to do so, Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.20	<b>Submit securities, bonds, policies</b> Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.23	<b>The tenderer is required to submit with his tender:</b> (1) an original Tax Verification Pin issued by the South African Revenue Services; and (2) Certified copy of the original of all the Companies / CC Registration documents. (3) Joint Venture Agreement where applicable in CIDB format (signed & initialed on each page). (4) Proof of an individual who is registration with ECSA and is a Company Director (5) Certified copies of the original green bar-coded ID copies of Members of the companies. (6) Proof of Registration with CSD (7) Proof of Professional Indemnity to a minimum value of R10 million
F.3	<b>The employer's undertakings</b>
F.3.1	<b>Respond to requests from the tenderer</b>
F.3.1.1	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.2	<b>Issue Addenda</b> If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
F.3.4	<b>Opening of tender submissions</b>
F.3.4.1	The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only, unless specified otherwise due to Covid 19 regulations.
F.3.4.3	The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.
F.3.6	<b>Non-disclosure</b> The client shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.7	<b>Grounds for rejection and disqualification</b> Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F3.9	<b>Arithmetical errors, omissions, and discrepancies</b>
F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) The summation of the prices.
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
F.3.10	<b>Clarification of a tender offer</b> Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F3.11	<b>Evaluation of tender offers</b> <b>Replace the contents of the entire sub-clause with the following:</b> The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined <b>BUT</b> the prerequisite will be to obtain at least <b>60 points</b> for quality (functionality), which will be explained in Stage 1 below. <b>C. First stage in evaluation:</b> Compliance with Bid Rules and other Requirements The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. The following documentation must be completed and/or included within the bid: <ul style="list-style-type: none"> <li>• The form of Offer and acceptance</li> <li>• Certified company registration documents and ID of members</li> <li>• Compulsory Enterprise Questionnaire</li> <li>• Certificate of Authority for Signature</li> <li>• Amendments, Qualifications and Alternatives</li> <li>• Certificate of Good Standing</li> <li>• Professional Indemnity insurance</li> <li>• Relevant experience</li> <li>• Details of key staff and CVs</li> <li>• Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011</li> </ul>

**F.3.11.9 SCORING QUALITY (FUNCTIONALITY)**

- a) If the Tenderer does not achieve the prerequisite points for quality the tender will be non-responsive.
- (b) The quality criteria and maximum score in respect of each of the criteria are as follows:

DESCRIPTION OF QUALITY CRITERIA	MAXIMUM POSSIBLE POINTS
Relevant experience of Bidder (with respect to projects of similar nature)	40
Proposed methodology and understanding of the project.	10
Relevant experience of Key Personnel	25
Availability/Allocation of resources, design software	15
Quality Control Practices (ISO9001:2008)	10
<b>Total (maximum) Evaluation Points for Quality/</b>	<b>100</b>

**(a) RELEVANT EXPERIENCE OF THE COMPANY\_ MAX. SCORE: 40**

The Bidder's performance on Contracts of similar projects or similar areas and conditions in relation to the required service as described in the scope of work over the last five years will be evaluated. Please state the completion cost and date

Key aspect of criterion	Basis for points allocation	Points
<b>Engineering Firm Experience</b>		
Performance of previous contracts of similar projects.  Similar projects shall be either Sporting codes, related projects limited to: Earthworks, foundations, Concrete and building works projects.	Tenderer has failed to provide proof of relevant experience.	0
	Tenderer has limited experience, i.e., <b>1</b> project only of similar nature with a project value greater than <b>R 10 000 000.</b>	5
	Tenderer has relevant experience, i.e. <b>2</b> projects only of a similar nature with a project value greater than <b>R 10 000 000</b> , for each project.	10
	Tenderer has relevant experience with at least <b>3</b> - projects of similar nature with a project value greater than <b>R 10 000 000</b> , for each project.	30
	Tenderer has relevant experience with at least <b>4</b> - projects of similar nature with a project value greater than <b>R 10 000 000</b> , for each project.	40

**(b) METHODOLOGY AND UNDERSTANDING OF THE PROJECT (10 POINTS)**

A clear methodology indicating detailed proposed methods of executing works showing linkages with the relevant Guidelines and Project Management Principles and is of Excellent Standards and attached to Returnable Schedules, which must be of sufficient detail (but a maximum of 5 pages) to indicate that the project brief has been understood.

Key aspect of criterion	Basis for Point allocation	Allocated Points
<b>Methodology and understanding of the project.</b>	Irrelevant Methodology or No methodology attached	0
	A clear methodology that of less detailed, indicating proposed methods of executing works showing linkages with the Guidelines and Project Management Principles and is of Satisfactory Standards.	5
	Methodology summarizing proposed methods of executing works showing linkages with the Guidelines and Project Management Principles only.	10

**(c) RELEVANT EXPERIENCE OF STAFF FOR CONTRACT (20 POINTS)**

As the work required in terms of this tender is considered to be of a technically complex nature, requiring consideration expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. The personnel must currently be registered as professionals with the Engineering Council of South Africa. Besides the minimum requirements specified in the eligibility criteria, it would be extremely advantageous if the key personnel can demonstrate recent experience related to specific aspects of this project.

Key aspect of criterion	Basis for points allocation	Points
<b>Engineering Personnel Staff</b>		
Project Leader	No proof of qualification provided, or no proof of experience provided in Bid, or none of the projects on the CV are deemed to be similar projects.	0
	Proof of Pr Eng/ Pr Tech Eng. ECSA registration and NQF level 7 Qualification with more than five years project specific experience to be attached.	10
Resident Engineer	No proof of qualification provided, or no proof of experience provided in Bid, or none of the projects on the CV are deemed to be similar projects.	0
	Proof of Pr Eng/ Pr Tech Eng. ECSA registration and NQF level 5 Qualification or higher with more than five years project specific experience to be attached.	10

**(d) AVAILABILITY/ALLOCATION OF RESOURCES (10 POINTS)**

The Bidder **owns** a Design Package such as Civil Designer, AutoCAD, Techno cad. Proof of Ownership must be attached with Licences.

Key aspect of criterion	Basis for points allocation	Allocated Points
Availability/Allocation of resources.	The Bidder <b>owns</b> a Design Package such as Civil Designer, AutoCAD, Techno cad. Proof of Ownership must be attached with Licences	10
	The Bidder <b>Hires/Rents</b> a Design Package such as Civil Designer, AutoCAD, Techno cad. Proof must be attached with Licences	5
	The Bidder does not <b>own or Hires</b> a Design Package such as Civil Designer, AutoCAD, Techno cad, and there is no proof attached.	0

**(E) QUALITY CONTROL PRACTICES (ISO9001:2008) (10 POINTS)**

Key aspect of criterion	Basis for Point allocation	Allocated Points
Quality Control Practices (ISO9001:2008)	The Tenderer does not have any recognized and independently accredited quality control practices.	0
	The Tenderer has non accredited quality Management System.	5
	The Tenderer has recognized and independently accredited quality control practices. The following minimum compliance is required: Quality Management System in accordance with ISO 9001:2008.(Holds ISO 9001:2008 Certification for Consulting Engineering, Project Management and Development Activities)	10

**Bidders should take note of the above evaluation criteria.**

All the necessary documentation must be submitted for the Pre-qualification Evaluation Panel to make an informed evaluation. The Pre-qualification Evaluation will be based on the information provided by the bidder. Signed letters from referees (for previous projects, Pr Engineers, Pr Technologists, Technicians) has to be attached to claim the points and no points will be awarded in these criteria if signed letters are not attached. The signed letters with letter heads and stamped from previous clients should clearly indicate the deliverables. Fraudulently obtained references will automatically lead to dismissal of the bidder.

Bids that do not meet a minimum of **60 points out of 100** points in total for the criteria listed above will not be considered further for financial evaluation.

**STAGE 3: EVALUATION FOR PRICE AND PREFERENCE (80/20)**

The procedure for Stage 2 of evaluation of responsive tenders is **Method 2**

**a) PRICE: ..... 80**

**b) B-BBEE STATUS LEVEL OF CONTRIBUTION: ..... 20**

**Points Awarded for Price (Ps)**

A total of 80 points will be awarded to the Tenderer with the lowest balanced price.

The **other tenders will be awarded points on the ratio to benchmark price as follows:**

Where

- Ps = Points scored for price of bid under consideration
- Pt = Rand value of bid under consideration
- Pmin = Rand value of lowest acceptable bid

**a) Points awarded for B-BBEE Status Level of Contribution**

In terms of Regulation 5 (2) and 6 (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>B-BBEE Contribution Level</b>	<b>80:20 Preference System</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<b>Non-compliant</b>	0

The total calculated points will be rounded to the second decimal place.

<b>F.3.13</b>	<b>Acceptance of tender offer</b>
F3.13.1	Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer: <ul style="list-style-type: none"> <li>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,</li> <li>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,</li> <li>c) has the legal capacity to enter into the contract,</li> <li>d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</li> <li>e) complies with the legal requirements, if any, stated in the tender data, and is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</li> </ul>



	Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.
F.3.14	<b>Notice to unsuccessful tenderers</b> After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in Umsobomvu local municipality website: <a href="http://www.umsobomvumun.co.za">www.umsobomvumun.co.za</a> by listing the successful tender.
F.3.15	<b>Prepare contract documents</b> If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any.
F.3.16	<b>Issue final contract</b>
	Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).
<b>Additional Conditions of Tender</b>	
6.1	Tenderers will be considered non-responsive if, inter alia; 1. The tenderer does not comply with the required criteria as specified in F.2.1.1 above; 2. The Tenderer failed to submit one Offer per tendering entity; 3. The Tenderer failed to submit additional information by the due date; 4. The Tenderer failed to complete or sign the Form of Offer bound into this tender document; 5) The tender is not completed in non-erasable ink; 5. The tender contained material qualifications or deviations that affected the scope, quality or performance of the works, significantly changed the parties' risk and responsibilities affected the competitive position of other Tenderers if they were to be rectified
6.2	1. Tenderers will be evaluated according to Umsobomvu Municipality's SCM Policy 2), The lowest, the highest or any tender will not necessarily be accepted and the Council reserves the right to accept any tender wholly or partially or to withdraw the tender. 2. All copies of certificates submitted with the tender must be certified originals by the commissioner of Oaths. 3. Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted; 4. Tenderers with any municipal account outstanding for more than 30 days will be rejected.
6.3	Umsobomvu local Municipality intends to appoint a Civil Engineering Professional Service Provider for <b>the Planning and Design, Project Management and Commissioning of Kuyasa Sport Ground in Colesberg</b>

**SECTION 2: STANDARD CONDITIONS OF TENDER****BIDDERS ARE REQUIRED TO FAMILIARIZE THEMSELVES WITH THE TENDERING CONDITIONS AND PROCEDURES DETAILED IN THIS SECTION.**

1. No tender will be considered unless it is submitted on this UML bid document. Under no circumstances whatsoever may this bid document be retyped or redrafted.
2. The whole, original bid document as issued by Umsobomvu Local Municipality must be completed. A tender will be considered invalid and will not be accepted, if any part of this bid document is not submitted.
3. The bidder is advised to check the number of pages and to satisfy him/herself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted, unless stated otherwise in these tender conditions.
6. Bid submissions must be properly deposited, on or before the closing date and time of the tender, in the **Tender Box** located at Ground Floor, Umsobomvu Local No. 21a Church Street, Municipality, Colesberg, 9795.
7. Each bid shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. Umsobomvu Local Municipality accepts no responsibility for ensuring that tenders are placed in the correct tender box, and should a tender be placed in the incorrect tender box, it will not be accepted.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. Bids received after the closing time and/or date shall not be considered.
11. Bidders will be responsible for all costs associated with the preparation and submissions of their bids.
12. The bid must be signed by a person duly authorised to do so.
13. Any alterations made to the bid document must be initialled by the person or persons authorised to sign the bid document. The use of correcting fluid is prohibited.
14. Bids will be opened in public, as soon as possible after the closing time of the bid. Where practical, bid prices will be read out at the time of opening bids.

**15. National Treasury Central Supplier Database**

15.1 Bidders must be registered on the National Treasury Central Supplier Database ('CSD'), and must provide their CSD supplier number in their bid submission.

15.2 The municipality will verify on the CSD, the following information relating to bidders –

15.2.1 business registration, including details of directorship and membership;

15.2.2 bank account information;

15.2.3 tax compliance status;

15.2.4 identity documents of directors, members or trustees, as the case may be;

15.2.5 tender defaulters and restrictions status;

15.2.6 whether the bidder has any directors, managers, principal shareholders or stakeholders in the service of the state.

15.3 Bidders must ensure that their information on the CSD is up to date and correct.

**16. Tax compliance status**

16.1 Bidders must ensure that their tax matters are in order. No award will be made to any bidder whose tax matters have been declared to be in order by the South African Revenue Services (SARS).

16.2 Each party to a joint venture, consortium or partnership must comply with the above requirement.

**17. Bid validity period**

17.1 The validity period for the bid is ninety (120) days from the close of the bid.

17.2 All bids submitted shall remain valid, irrevocable, and open for acceptance by the Municipality within the validity period, or such extended period as may be applicable.

17.3 If the bid validity period expires on a Saturday, Sunday or public holiday, the bid offer shall remain valid and open for acceptance until the closure of business on the following working day.

17.4 The bid offer may not be amended during the aforesaid bid validity period.

17.5 Where required, the Municipality may request all bidders to agree to the extension of the validity period on the same terms and conditions as the original bid, or such amended terms and conditions as may be allowed by the Municipality.

17.6 A request for a bid validity extension request will be done in writing before the expiry of the original validity period.

**18. Withdrawal or modification of a tender prior to closing time**

18.1 Tenderers may withdraw their tender before the tender closes.

18.2 Insofar as a modification will affect the information that will be made available at the public opening, the Municipality shall have the authority to make such information from the submissions available to the other tenderers.

**19. Withdrawal of a tender after the closing time**

Tenderers may withdraw their tender submission before the tender is awarded provided that they do so in writing and ensure that such withdrawal reaches the Municipality and the Municipality confirms receipt in writing before the tender is awarded. The tender as modified will be considered as the tenderer's offer.

## 19. Prequalification criteria

20.1 Prequalification criteria may be applied to the tender to advance designated groups.

20.2 Should prequalification criteria be applicable to this tender, the basis of such criteria will be detailed in Section 4 below.

## 21. Tender evaluation

21.1 Tenders will be evaluated in accordance with the tender evaluation criteria stipulated in this document.

21.2 Tenders will be evaluated for price and preference using the 80/20 preference points system.

21.3 Unless otherwise stated in this document, a contract will be concluded with the bidder who complies with the tender evaluation criteria and scores the highest total price and BBBEE points.

## 2. Test for tender responsiveness

### 22.1 Invalid tenders

Tenders shall be invalid if –

- (a) The tender document is completed in non-erasable ink.
- (b) The form of offer is not completed and signed by the bidder.
- (c) In a two-envelope system, a bidder fails to submit both a technical proposal and a separate, sealed financial offer.
- (d) The bidder has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- (e) The bidder is having been restricted from doing business with the Municipality Clause 38A of the Umsobomvu Local Municipality Supply Chain Management Policy.

### 22.2 non-responsive tenders

Tenders will be held to be non-responsive and eliminated from further consideration in the following circumstances –

- (a) The tender does not comply with the tendering procedures, where such procedures have been indicated as mandatory.
- (b) The tender does not comply with the prequalification criteria for the tender, if any, or the tender evaluation criteria, including any functionality criteria.
- (c) Where there are material deviations from, or qualifications to the tender, which in the Municipality's opinion would –
  - (i) detrimentally affect the scope, quality or performance of the services or supply identified in the scope of services.
  - (ii) significantly change the Municipality's or the bidder's risks and responsibilities under the contract, or
  - (iii) affect the competitive position of the bidder, or other bidders presenting responsive tenders, if it were to be rectified.
- (d) The bid will be declared non-responsive if the bidder's tax matters, as verified on the government Central Supplier Database, are shown not be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be required by Umsobomvu Local Municipality in writing.

### **23. Clarification of the tender offer after submission**

The bidder must provide clarification of its tender offer in response to a request to do so from the Municipality during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.

### **24. Inspections, tests and analyses**

The bidder shall, at the request of the Municipality, provide access during working hours to its business premises, or any other specified premises, for any inspections, tests and analyses as required in this document.

### **25. Samples**

Where applicable, samples shall be provided strictly in accordance with the instructions stipulated in this bid document.

### **26. Pricing the tender offer**

Bidders must –

26.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (including Value Added Tax (VAT), and other levies applicable.

26.2 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as specified in this tender document.

26.3 State the rates and prices in Rand unless instructed otherwise.

### **27. Imbalance in tendered rates or prices**

If the Municipality declares any rate or price to be unacceptably high or low, the tenderer shall be requested to provide evidence to support the tendered rate or price. If the Municipality remains unsatisfied with the rate or price, it may propose to the tenderer an amended rate or price together with counterbalancing change(s) elsewhere in the Pricing Schedule such that the tender sum remains unchanged. Should the tenderer refuse to amend his / her tender as proposed by the Municipality, his / her tender may be regarded as nonresponsive.

### **28. Inducements, gifts, rewards and other abuses of the supply chain management system**

28.1 No bidder may directly or indirectly commit any fraudulent act during the tender process or abuse the supply chain management system of the Municipality.

28.2 Should a bidder be found to have committed fraud or abused the supply chain management system, its bid will be rejected, any existing contract between it and the Municipality will be cancelled, and any other remedies available to the Municipality as provided for in the Supply Chain Management Regulations or other relevant legislation shall be imposed, including blacklisting.

### **29. Alternative offers**

Alternative offers may be considered, provided that a bid free of qualifications and strictly in accordance with the tender document is also submitted. The Municipality shall not be bound to consider alternative bid offers.

### **30. Objections, complaints, queries, and disputes / Appeals in terms of Section 62 of the Municipal Systems Act**

#### **30.1 Objections, complaints, queries, and disputes**

Persons aggrieved by decisions or actions taken by the Municipality in the implementation of the supply chain management system, or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or complaint or query or dispute against the decision or action.

#### **30.2 Section 62 appeals**

- (a) In terms of section 62 of the Systems Act, a person whose rights are affected by a decision taken by a political structure, political office bearer, councilor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority, may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of notification of the decision.
- (b) An appeal shall contain the following:
  - (i) The reasons and/or grounds for the appeal.
  - (ii) The manner in which the appellant's rights have been affected.
  - (iii) The remedy sought by the appellant.

#### **30.3 Lodging of appeals, objections, complaints, queries, and disputes relating to this tender.**

Appeals, objections, complaints, requests for information, queries and disputes must be submitted in writing to the Office of the Municipal Manager, Umsobomvu local Municipality, Colesberg, 9795.

**SECTION 4: PREQUALIFICATION CRITERIA**

Only bidders that meet the requirements indicated as applicable below, may respond to this tender -

No.	Criteria	Applicable / Not applicable	Indicate compliance (Yes / No)
		<u>TO BE SPECIFIED BY THE MUNICIPALITY</u>	<u>TO BE COMPLETED BY THE BIDDER</u>
1.	Bidders must have a stipulated minimum BBEE status level to prequalify for this bid	Not applicable	
1.1	The stipulated BBEE level required to prequalify for this bid is .....	Not applicable	
2.	Bidders must be an Exempted Micro Enterprise (EME) or a Qualified Small Enterprise (QSE)	Not applicable	
3.	Bidders must subcontract a minimum of 30 percent of the value of the contract to:		
3.1	an EME or QSE	Not applicable	
3.2	an EME or QSE which is at least 51% owned by black people	Not applicable	
3.3	an EME or QSE which is at least 51% owned by black people who are youth	Not applicable	
3.4	an EME or QSE which is at least 51% owned by black people who are women	Not applicable	
3.5	an EME or QSE which is at least 51% owned by black people with disabilities	Not applicable	
3.6	an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships	Not applicable	
3.7	A cooperative which is at least 51% owned by black people	Not applicable	
3.8	an EME or QSE which is at least 51% owned by black people who are military veterans	Not applicable	

**A TENDER THAT FAILS TO MEET THE APPLICABLE PREQUALIFICATION CRITERIA**

**INDICATED ABOVE WILL BE HELD TO BE NON-RESPONSIVE.**

**SECTION 5: SUBCONTRACTING AS COMPULSORY BIDDING CRITERIA**

This section applies only to tenders which exceed the value of R30 million.

No.	Criteria	Yes / No / Not applicable (Indicate)	Agree / Do Not Agree
		<u>TO BE SPECIFIED BY THE MUNICIPALITY</u>	<u>TO BE COMPLETED BY BIDDER</u>
1.	The estimated value of this contract exceeds R30 million	NO	
2.	If the estimated value of the contract exceeds R30 million, is it feasible for this contract to be subcontracted?	Not applicable	
3.	If sub-contracting is feasible, bidders <u>MUST</u> agree to subcontract the contract to one, or more of the following designated groups -	Not applicable	
3.1	an EME or QSE	Not applicable	
3.2	an EME or QSE which is at least 51 percent owned by black people	Not applicable	
3.3	an EME or QSE which is at least 51 percent owned by black people who are youth	Not applicable	
3.4	an EME or QSE which is at least 51 percent owned by black people who are women	Not applicable	
3.5	an EME or QSE which is at least 51 percent owned by black people with disabilities	Not applicable	
3.6	an EME or QSE which is at least 51 percent owned by black people living in rural or underdeveloped areas or townships	Not applicable	
3.7	a cooperative which is at least 51 percent owned by black people	Not applicable	
3.8	an EME or QSE which is at least 51 percent owned by black people who are military veterans	Not applicable	

**FAILURE OF A BIDDER TO AGREE TO SUBCONTRACT AS SPECIFIED ABOVE WILL RESULT IN ITS BID BEING HELD TO BE NON-RESPONSIVE.**





### F.3.13 Acceptance of Tender Offer

#### F.3.13.1 Tender Offers will only be Accepted on Condition That:

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer.
- a) a valid original Tax Clearance Certificate (or certified copy thereof) is included with his tender or a SARS Pin;
- b) The Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014, is included with his tender submission.
- c) Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.
- d) **Tender Defaulters Register** - the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;
- f) **Declaration** - the Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- g) **Fraud and Corruption** - the Employer is satisfied that the tenderer or any of his principals have **not influenced** the tender offer and acceptance by the following criteria:
  - having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
  - having acted in a fraudulent or corrupt manner in obtaining or executing this Contract.
  - having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the tenderer's favour.
  - having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this Contract or as to the amount of the tender to be submitted by either party.
  - having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed tender.
- h) The Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the Employer or potentially compromise the

tender process.

- i) A copy of a municipal account of the company and all directors are included with this tender.
- j) Form of Intent to provide Contractors All Risk insurance

The Employer may, in addition to using any other legal remedies, repudiate the tender offer and acceptance and declare the Contract invalid should it have been concluded already.

**F.3.18 Provide Copies of the Contract**

“The number of paper copies of the signed contract to be provided by the Employer is one.”

**F4 Additional Conditions of Tender**

Insert the following additional conditions of tender:

**“F.4.1 Invalid Tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) If the tender offer is not submitted on the Form of Offer and Acceptance found into this tender document (form C1.1 Part C1: Agreements and Contract Data);
- b) If the tender is not completed in non-erasable ink;
- c) If the offer has not been signed;
- d) If the offer is signed, but the name of the tenderer is not stated or is indecipherable.

**F.4.2 Negotiations with Preferred Tenderers**

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process as preferred Tenderers provided that such negotiation:

- a) does not allow any preferred Tenderer a second or unfair opportunity;
- b) is not to the detriment of any other Tenderer; and
- c) does not lead to a higher price than the Tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

**F.4.3 General Supply Chain Management Conditions Applicable to Tenders**

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
  - i) Full name;
  - ii) identification number or company or other registration number; and
  - iii) tax reference number and VAT registration number, if any;
- b) has indicated whether:
  - i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - ii) the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
  - iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
  - i) who is in the service of the state;
  - ii) if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or

iii) who is an advisor consultant currently contracted with the Municipality.

In this regard, Tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender being rejected.

#### **F.4.4 Combating Abuse of the Supply Chain Management Policy**

In terms of the Umsobomvu Supply Chain Management Policy, the Employer may reject the tender of any Tenderer if that Tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, Tenderers shall complete Schedule 12, Part T2.2: Returnable Schedules: Declaration in terms of the Municipal Finance Management Act. Failure to complete this schedule may result in the tender being rejected.

#### **F.4.5 Consultancy Services Provided to Organs of State**

In terms of the Municipal Supply Chain Management Regulations (Notice 868 of 2005), and the District's Supply Chain Management Policy, Tenderers must furnish the Municipality with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required should include services provided by all offices country wide.

In this regard, Tenderers shall complete Schedule 13, Part T2.2: Returnable Schedules. Failure to complete this schedule may result in the tender being rejected.

#### **F.4.6 Price Variations**

The rates, prices, multipliers and percentages (as applicable) tendered in the activity schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

#### **F.4.7 Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act (No 85 of 1993) and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

**F.4.8 UIF Payments**

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

**F.4.9 Claims Arising After Submission of Tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, scope of Work and Price Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- a) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract,
- b) visit the site of any proposed works, and
- c) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

**F.4.10 Imbalance in Tendered Rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by the Employer.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender."

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

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## PART T2: RETURNABLE DOCUMENTS

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T2.1 List of Returnable Documents	30
T2.2 Returnable Schedules	24 - 42

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## List of Returnable Documents

The tenderer must complete the following Returnable Documents:

### 1. Returnable Schedules required for tender evaluation purposes

	Pages
1: RECORD OF ADDENDA .....	34
2: CERTIFICATE OF ATTENDANCE.....	35
3: COMPULSORY ENTERPRISE QUESTIONAIRE .....	53
4: AUTHORITY OF SIGNATORY .....	54
5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES .....	55
6: DECLARATION OF GOOD STANDING REGARDING TAX .....	56
7: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT .....	58
8: KEY PERSONNEL .....	59
9: SUPPORT RESOURCES .....	60
10: PROFESSIONAL INDEMNITY INSURANCE .....	61
11: PROPOSED WORK PLAN.....	62
12: EXPERTISE OF KEY PERSONNEL .....	63
13: TRACK RECORD.....	64
14: ISO 9001: 2008 CERTIFICATION .....	65
15: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE.....	66
16: ALTERATIONS/AMENDMENTS BY TENDER.....	68

### 2. Other documents required for tender evaluation purposes

- Documentary evidence/proof of authority of signatory - append to Schedule 2.
- A copy of the Joint Venture Agreement (if applicable) - append to Schedule 3.
- Curriculum Vitae of key Personnel as applicable - append to Schedule 4.
- Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 6.
- An original valid Tax Clearance Certificate issued by the South African Revenue Services - append to Schedule 7.
- A proposed work plan - append to Schedule 8.
- A statement of expertise/experience of key personnel relevant to project - append to Schedule 9.
- A proposed resource allocation schedule - append to Schedule 14.
- Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 11.

### 3. Returnable Schedules that will be incorporated into the Contract

16: ALLOCATION OF RESOURCES .....	59
17: ALTERATIONS/AMENDMENTS BY TENDERER.....	67

### 4. Other documents that will be incorporated into the contract

18: PREFERENCE POINTS CLAIMED SCHEDULE.....	68
19: CONFIRMATION OF ENTERPRISE REGISTRATION .....	69

5. <b>C1.1 The offer portion of the C1.1 Offer and Acceptance.....</b>	<b>71 - 72</b>
6. <b>C1.2 Contract Data (Part 2).....</b>	<b>78 - 81</b>
7. <b>C2.2 Activity Schedule.....</b>	<b>82.</b>

**NB:** TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN **NON-ERASABLE INK**



## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### RETURNABLE SCHEDULES

All returnable schedules below must be completed by the bidding entity, save for those schedules which are not applicable to it in which case the bidding entity must indicate which schedules are not applicable.

Bidders must complete the following returnable schedules:

<b>NO.</b>	<b>RETURNABLE SCHEDULE</b>	<b>COMPULSORY (YES/ NO)</b>	<b>NON-SUBMISSION WILL RENDER TENDER NON- RESPONSIVE (YES / NO)</b>
<b>1</b>	Compulsory Enterprise Questionnaire	<b>YES</b>	<b>YES</b>
<b>2</b>	Authority of Signatory	<b>YES</b>	<b>YES</b>
<b>3</b>	Certificate of Authority for Joint Ventures	<b>YES</b>	<b>YES</b>
<b>4</b>	Briefing session / site inspection certificate	<b>YES (if applicable)</b>	<b>YES (if applicable)</b>
<b>5</b>	MBD 4 – Declaration form confirming the bidder is not in the service of the state	<b>YES</b>	<b>YES</b>
<b>6</b>	MBD 5 – Declaration for procurement above R10 million	<b>YES (if applicable)</b>	<b>YES (if applicable)</b>
<b>7</b>	MBD 6.1, 8 and 9 forms – completed and signed	<b>YES</b>	<b>YES</b>
<b>8</b>	Confirmation of registration on the National Treasury Central Supplier Database <b>(Schedule A)</b>		
<b>9</b>	Form of offer <b>(The Contract: Section 3)</b>	<b>YES</b>	<b>YES</b>

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### RETURNABLE DOCUMENTS

Bidders must submit the following documentation with their tenders:

No.	Returnable document	Compulsory (Yes / No)	Non-submission will render Tender non-responsive (Yes / No)
1.	Original or certified BBBEE certificate	<b>YES.</b>	<b>NO.</b>
1.1	Affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualified Small Business (QSE)	Zero (0) points will be allocated for BBBEE <sup>6</sup>	Zero (0) points will be allocated for BBBEE
1.2	An original or certified consolidated BBBEE scorecard, if bidder is a trust, joint venture or consortium that is an unincorporated entity		
2.	Business registration documents	<b>YES</b>	<b>YES</b> (if proof of its business status and registration cannot be verified on CSD)
3.	Business premises municipal account not older than 90 days OR proof that bidder leases its business premises	<b>YES</b>	<b>YES</b> (if the bidder is recommended for the award of the tender)
4.	Certified copy of identity documents of directors / shareholders / partners / members, as the case may be	<b>YES</b>	<b>YES</b>
5.	Signed joint venture or consortium agreement	<b>YES</b> (if applicable)	<b>YES</b> (if applicable)
6.	Resources and Design Software	<b>YES</b>	<b>YES</b>
7.	Professional Indemnity Insurance	<b>YES</b>	<b>YES</b>

However, if a minimum BBBEE status level has been specified as prequalification criteria, submission of a BBBEE certificate or sworn affidavit will be compulsory. Failure to submit such certificate or affidavit with the minimum BBBEE status level required will render the bid non-responsive.

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

\* Attach additional pages if more space is required.

**Bidders are to note that as per Clause F.3.2 of the Conditions of Tender, as amended, the Employer may issue Addenda up to 3 working days prior to the Bid closing date. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.**

**Please attach to this page a complete copy of each Addendum issued.**

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

DATE: .....

### UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

#### CERTIFICATE OF ATTENDANCE AT COMPULSORY TENDER CLARIFICATION MEETING.

This is to certify that (Tenderer)..... of  
 (address).....  
 ..... was represented by the person(s) named  
 below at the compulsory tender clarification meeting at the .....  
 Contract No. UMS/MIG\_DSAC/07/2022  
 On (date) .....20..... starting at .....

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

Particulars of person(s) attending the meeting on behalf of the tenderer:

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

**Any tender submitted that does not bear the signature of the Employer's representative on this page AND any tender that has not completed & signed the Attendance Register during the Compulsory Clarification Meeting shall be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and shall be rejected.**

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## DECLARATION OF INTEREST

**MBD 4**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>
- 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/adjudication 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 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>): .....
- 3.4
- 3.5 Company Registration Number: .....
- 3.6 Tax Reference Number:.....
- 3.7 VAT Registration Number: .....

3.8 The names of all directors / trustees / shareholder’s members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.9 Are you presently in the service of the state<sup>1</sup> Yes  No   
*(Mark the applicable block with a tick ✓)*

3.9.1 If so, furnish particulars.  
.....  
.....

3.10 Have you been in the service of the state for the past twelve months? Yes  No  *(Mark the applicable block with a tick ✓)*

3.10.1 If so, furnish particulars  
.....  
.....

<sup>1</sup> 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.

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

3.11 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

*(Mark the applicable block with a tick ✓)*

3.11.1 If so, furnish particulars

.....  
.....

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

Yes  No

*(Mark the applicable block with a tick ✓)*

3.12.1 If so, furnish particulars

.....

Are any of the company’s directors, managers, principal shareholders or stakeholders in the service of the state?

Yes  No

*(Mark the applicable block with a tick ✓)*

3.12.2 If so, furnish particulars.

.....

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

Yes  No

*(Mark the applicable block with a tick ✓)*

3.12.3 If so, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract

Yes  No

*(Mark the applicable block with a tick ✓)*

3.14.1 If yes, furnish particulars.

.....  
 .....

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

Full Name	Identity Number	State Employee Number

**CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/ WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The tenderer will furnish documentary proof regarding any tendering issue to the satisfaction of Umsobomvu Municipality, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then Umsobomvu Municipality, in addition to any remedies it may have, may:
  - (a) Recover from the contractor all costs, losses or damages incurred or sustained by Umsobomvu Municipality as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which Umsobomvu Municipality may suffer by having to make less favourable arrangements after such cancellation.

**CERTIFICATION**

I, THE UNDERSIGNED.....

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

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INC.) -**

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

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

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

.....  
.....

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

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

2.2 If yes, provide particulars.

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

\* Delete if not applicable

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 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**

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted? .....%

**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
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

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

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

i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct; iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESS:

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE: .....

ADDRESS: .....

.....

.....

**MBD 8**

**17. DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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:		

**18. CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## 19. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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). 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) rejects 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) cancels 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 To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**(MBD 9)**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bid Document must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This Bidding Document 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.

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

<sup>2</sup> **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.**

In order to give effect to the above, the certificate below for Independent Bid Determination must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

Bid Number: \_\_\_\_\_

Bid Description: \_\_\_\_\_

in response to the invitation for the bid made by:

\_\_\_\_\_ (Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

10.I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**UPGRADING OF KUYASA SPORT GROUND IN COLESBERG**

**SCHEDULE 1 – CONFIRMATION OF REGISTRATION OF BIDDER ON CENTRAL SUPPLIER DATABASE (CSD)**

1. In terms of National Treasury MFMA Circular No. 81, Accounting Officers of Municipalities are required to encourage their prospective suppliers to register on the Central Supplier Database ('CSD').
2. Bidders may apply for online registration, using the following website link: [www.csd.gov.za](http://www.csd.gov.za).

**NB: Bidders must register on CSD. FAILURE TO REGISTER BEFORE THE CLOSE OF THIS TENDER WILL RESULT IN THE DISQUALIFICATION OF THE BIDDER'S TENDER.**

<b>BIDDER NAME</b>	<b>REGISTERED ON CSD? (YES/NO)</b>	<b>CSD SUPPLIER NUMBER</b>

Bidders are required to register as suppliers on the National Treasury Central Supplier Database (CSD) prior to submission of this bid and provide their CSD supplier number in the table above.

It is the responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

**BIDDER'S**.....

**SIGNATURE:** .....

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## SCHEDULE 2: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

**Physical address of enterprise:** .....

.....

.....

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

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

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

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

\*insert separate page if necessary

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

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

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

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

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

\*insert separate page if necessary

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

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

**SIGNED ON BEHALF OF TENDERER:** .....

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## **SCHEDULE 3: AUTHORITY OF SIGNATORY (Company, Close Corporation or Partnership)**

In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf of .....by virtue of the Articles of Association/Resolution of the Board of Directors\* or .....

.....

\* Delete whichever is not applicable, or if neither are applicable, indicate alternate authority.

**NAME:**.....

**CAPACITY:**.....

**SIGNATURE:**.....

**DATE:**.....

**WITNESSES: 1.** ..... **2.** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### SCHEDULE 4 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms .....  
 ....., authorized signatory of the company, close corporation or partnership .....  
 ....., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note :**

A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.



# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## SCHEDULE 5 : DECLARATION OF GOOD STANDING REGARDING TAX

1. Name of tax payer/tenderer:

2. Trade name:

3. Identification number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company/Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DECLARATION TO BE MADE BY TENDERER		
<p>I, .....</p> <p>the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) have been satisfied in terms of the relevant Acts, or</p> <p>(ii) that suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*</p>		
<p>.....</p> <p>SIGNATURE</p>	<p>.....</p> <p>CAPACITY</p>	<p>.....</p> <p>DATE</p>
<p>PLEASE NOTE:* The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/ tax returns.</p>		

**Documentary evidence in the form of a valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall accompany this form.**

**SIGNED ON BEHALF OF TENDERER:** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### **SCHEDULE 6: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No 56 of 2003)**

Item	Question	Yes	No
1.1	Is the tenderer 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? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the tenderer 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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (0)12 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the tenderer 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"/>
1.3.1	If so, furnish particulars:		
1.4	Does the tenderer 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"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the tenderer 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"/>
1.5.1	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 Tenderer

\*where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule.

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### SCHEDULE 6 : KEY PERSONNEL

The tenderer is referred to Clause F2.1.3 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

<b>PROJECT LEADER / ENGINEER: REGISTERED PROFESSIONAL ENGINEER / TECHNOLOGIST (≥ 5YEARS RELEVANT POST REGISTRATION EXPERIENCE)</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>QUALIFICATIONS</b>	<b>ECSA REGISTRATIONNO.</b>	<b>NO. OF YEARS SPECIFIED EXPERIENCE</b>

**NB: THE TENDERER SHALL ATTACH ECSA REGISTRATION CERTIFICATE FOR EASE OF REFERENCE**

**SIGNED ON BEHALF OF TENDERER:** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### SCHEDULE 7: SUPPORT RESOURCES

The tenderer is referred to clause F.2.1.4 of the Tender Data and shall state below what design software packages are available for use on this project and whether or not they are currently owned/licensed by the Tenderer, or are available through other means.

SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER

**SIGNED ON BEHALF OF TENDERER:** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### **SCHEDULE 6 : PROFESSIONAL INDEMNITY INSURANCE**

The tenderer is referred to clause F.2.1.5 of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance must be appended to this schedule.

<b>PROFESSIONAL INDEMNITY INSURANCE HELD</b>		
<b>NAME OF INSURED</b>	<b>NAME OF INSURER</b>	<b>LIMIT OF INDEMNITY IRO EACH CLAIM</b>

**SIGNED ON BEHALF OF TENDERER:** .....

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## **SCHEDULE 7 : PROPOSED WORK PLAN**

The tenderer shall append their proposed work plan to this page.

It should be noted that while a project programme/schedule may form part of the required work plan, more than a project programme/schedule is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer’s objectives. The proposed work plan is an important document based upon which up to 10 tender evaluation points for quality will be awarded. Tenderers should however endeavor to keep their submissions in this regard to a maximum of 5 pages, longer submissions may have points deducted.

**SIGNED ON BEHALF OF TENDERER:** .....

## **UPGRADING OF KUYASA SPORT GROUND IN COLESBERG**

### **SCHEDULE 8 : EXPERTISE OF KEY PERSONNEL**

Notwithstanding having appended the Curriculum Vitae of the key personnel to Schedule 4 above, the tenderer shall append to this schedule, a statement for each of the individuals identified, which indicates any fields of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CVs). Tenderers should indicate what particular aspect of the project the specialization or experience is relevant to.

Up to 15 tender evaluation points for quality will be awarded for relevant expertise of the key personnel.

**SIGNED ON BEHALF OF TENDERER:** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### **SCHEDULE 9 : TRACK RECORD**

The tenderer shall indicate on the schedule below all relevant projects (the analysis and design of new and remedial works) that have been successfully completed in the past three years, or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

Up to 15 tender evaluation points will awarded for quality according to the nature and scale of projects listed.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (Contact Details)	DATE COMPLETED

**SIGNED ON BEHALF OF TENDERER:** .....



## **UPGRADING OF KUYASA SPORT GROUND IN COLESBERG**

### **SCHEDULE 10 : ISO 9001: 2008 CERTIFICATION**

If applicable, the tenderer shall append proof of their ISO 9001:2008 certification to this schedule.

Five tender evaluation points for quality will be awarded to tenderers who are ISO 9001:2008 certified. Where the entity tendering is a joint venture, provided one of the parties is ISO 9001:2008 certified, and it has been indicated on the work plan submitted that that party will take responsible for quality management, then the joint venture will be awarded 5 tender evaluation points in this respect.

**SIGNED ON BEHALF OF TENDERER:** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### **SCHEDULE 11 : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE**

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

Up to 15 tender evaluation points will awarded for quality according to the nature and scale of projects listed.

<b>CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE</b>				
<b>TITLE OF PROJECT</b>	<b>VALUE OF CONTRACT</b>	<b>EMPLOYER</b>	<b>DATE COMPLETED</b>	<b>SIMILAR SERVICE</b>

**SIGNED ON BEHALF OF TENDERER:** .....

## **UPGRADING OF KUYASA SPORT GROUND IN COLESBERG**

### **SCHEDULE 12 : ALLOCATION OF RESOURCES**

The tenderer shall append their proposed resource allocation to this schedule to this page.

This schedule should include all personnel that are intended to be used in the execution of the work (including the key personnel and others as may be necessary) with details of their name, qualification, title/job description, a brief description of their function in relation to this project, whether or not they are in the employment of the tenderer at present, and on what basis they will be involved in his project (part time oversight role, full time for duration of certain activities, as and when required etc). Resource organogram to be included.

This schedule should also include resources other than human (equipment, software, etc) that are relevant to/necessary for and are available, or will be bought/hired in, for use on this project.

Up to 5 tender evaluation points for quality will be awarded for the allocation of resources over and above the key personnel named in Schedule 4 and scored in Schedule 9.

The Employer may request more detailed information relating to the resources listed if deemed necessary.

**SIGNED ON BEHALF OF TENDERER:** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### **SCHEDULE 13 : ALTERATIONS/AMENDMENTS BY TENDERER**

The tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the tenderer.

No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE AND CLAUSE/ ITEM	ALTERATION/AMENDMENT

**SIGNED ON BEHALF OF TENDERER:** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### **SCHEDULE 14: PREFERENCE POINTS CLAIMED SCHEDULE**

The tenderer is referred to clause F.2.1.7 of the Tender Data and shall state below details of Broad-Based Black Economic Empowerment Status Level. Broad-Based Black Economic Empowerment Status Level Certificates must be appended to this schedule.

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NO. OF POINTS FOR TENDERS LESS THAN R50 000 000</b>	<b>PREFERENCE POINTS CLAIMED</b>
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-Compliant Contributor	0	
Total	20 (max)	

Signed..... Date.....

Name..... Position.....

**SIGNED ON BEHALF OF TENDERER**.....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### **SCHEDULE 15 : CONFIRMATION OF ENTERPRISE REGISTRATION**

I/We understand that in terms of the Employer’s Procurement Policy, tenderers are required to be registered and verified on the Umsobomvu Local Municipality Suppliers Database and failure to do so will result in the non-allocation of evaluation points for preference.

#### **Registration as Service Provider on the Umsobomvu Local Municipality Supplier Database**

I/We hereby confirm my/our registration on the Umsobomvu Local Municipality Supplier Database and claim any evaluation points for preference as may be applicable in terms of such registration:

COMPANY NAME	REGISTERED YES / NO	REGISTRATION NUMBER, IF APPLICABLE OR ACKNOWLEDGEMENT OF RECEIPT OF APPLICATION

Tenderers who are not registered and verified on the Umsobomvu Suppliers Database are not precluded from submitting tenders and quotations, but must be registered and verified before the closing date in order to qualify for preference points. Contracts will not be concluded with tenderers who are not registered and verified on the Umsobomvu Local Municipality Supplier Database.

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

**SIGNED ON BEHALF OF TENDERER:** .....

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

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## PART C1: AGREEMENTS AND CONTRACT DATA

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# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT NUMBER: UMS/MIG\_DSAC/07/2022 :UPGRADING OF KUYASA SPORT GROUND IN COLESBERG**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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.

### THE OFFERED TOTAL:

( . . . . . ) Percentage (%) discount (to a maximum of 10 percent (%)) of the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000as gazetted in Government Gazette No 44333 26 March 2021 (Engineering Council of South Africa). The discount will be applicable to all disciplines as stated in the Guideline.

And . . . . .  
. . . . .  
. . . . . Rand (in words) (incl. VAT);

R . . . . . (in figures) (Incl. VAT) for professional fees for additional services for four (2) month design and tender documentation preparation, and Eight (8) month contract administration and inspection.

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 tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature(s): .....  
Name(s): .....  
Capacity: .....



.....  
for the Tenderer .....

.....  
(Name and address of organization)

Name and signature  
of witness ..... Date: .....

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer 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 T1: Tender Notice and Invitation to Tenderer
- Part T2: Returnable Documents
- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer 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 Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's representative (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 at, or just after, the date this agreement comes into effect. Failure to fulfill 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 Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Professional Service Provider / 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**

**UMSOBOMVU LOCAL MUNICIPALITY**  
MUNICIPAL MANAGER  
PRIVATE BAG X6  
COLESBERG, 9795

Name and ..... signature of witness .....

Date .....

### Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
2 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
3 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
4 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
5 Subject .....	.....
Details .....	.....
.....	.....
.....	.....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer 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 tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## C1.2 Contract Data

### Part 1: Contract Data Provided by the Employer

#### General Conditions of Contract

The General Conditions of Contract are the **Standard Professional Services Contract (September 2005)**, published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-formas attached to the standard Professional Services Contract (September 2005) on pages 16 to 23 shall not apply to this Contract and shall be replaced with the documentation bound into this tender document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

#### Contract Specific Data

The following contract specific data is applicable to this Contract:

The **Employer** is the **Umsobomvu Local Municipality**

#### Clause 3.4 and clause 4.3.5:

The authorized and designated representative of the Employer is the **Municipal Manager**.

The address for receipt of communication is:

Telephone : 051 – 753 0777

Facsimile : 051 – 753 0574

Postal Address : Private Bag X6, Colesberg, 9795

Physical address : Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795

#### THE PROJECT IS FOR THE: PROVISION OF PROFESSIONAL SERVICES FOR UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

The Period of Performance for concept and viability, design development and tender documentation preparation is two (2) month.

**Clause 3.5**

Add the following:

The Works are situated in and around (approximately 5km radius) in the town of Colesberg. Colesberg is located in the extreme eastern corner of the Northern Cape Province, on the N1/N9 route approximately 230km South of Bloemfontein towards Cape town and Port Elizabeth.”

**Clause 3.11**

Add the following:

“Penalty

The Service Provision shall be completed within the Duration as indicated in the Tendering Entities’ project programme/ schedule submitted with this tender, with the following key Milestones:

<b>Milestones</b>	<b>Penalty per Calendar Month</b>
Concept and Viability	1.5% of total tendered professional fees
Design Development and Documentation	1.5% of total tendered professional fees
Construction Tender Closing Date	1.5% of total tendered professional fees
An acceptable Tender Evaluation Report submitted to Council	1.5% of total tendered professional fees

Notes: The Penalty amount will not be limited.

Penalty for misleading Council with wrong information provided in the returnable schedules, and information provided in this tender.

A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Tendering Entity as a result of the wrong information provided by the Tendering Entity, multiplied by 1.25 of the total tendered professional fees.

Penalty = (Points wrongly claimed as %) x 1.25 x (Tendered Professional Fees)

A project programme/schedule shall be submitted with this tender, the project programme/schedule will be amended once the tender has been awarded with the start date the commencement of the project.”

**Clause 3.14:**

Add the following:

“The project programme/schedule shall be submitted within 7 days of the Acceptance of the tender Offer.”

**Clause 5.4.1:**

Add the following:

“The Service Provider is required to take out and maintain, for the full duration of the performance of this Contract, the following insurance cover:

1. Professional Indemnity Insurance providing cover in an amount of not less than R7 000 000 in respect of each and every claim during the period of insurance.”

**Clause 5.5:**

Add the following:

“The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of the tender.
2. Appointing construction monitoring staff with respect to any construction contract arising out of this professional services contract.
3. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility.”

**Clause 7:**

Amend as follows:

“Replace all reference to the “Personnel Schedule” in Clause 7 with the “Allocation of Resources Schedule” (Schedule 14).”

**Clause 8.1:**

Add the following:

“The time to commence the performance of the Services is within 14 Days after the date that the Contract becomes effective.”

**Clause 8.4.1**

Add the following:

“If, as a result of a budget adjustment process, it becomes necessary to reduce the funding allocation for the Contract.”

**Clause 9.1:**

Add the following:

“Copyright of documents prepared for the project shall be vested with the Employer (Umsobomvu Local Municipality).”

**Clause 12.1.2:**

Add the following:

“Interim settlement of disputes is to be by mediation.”

**Clause 12.2.1:**

Add the following:

“Final settlement is by litigation.”

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

## C1.2 CONTRACT DATA

### Part 2: Data Provided by the Service Provider

The Service Provider is: .....

Postal Address: .....  
.....  
.....

Physical Address: .....  
.....  
.....

Telephone: .....

Facsimile: .....

### The authorized and designated representative of the Service Provider is:

Name: .....

The address for receipt of communication is;

Address: .....  
.....

Telephone: .....

Facsimile: .....

**SIGNED ON BEHALF OF TENDERER:** .....

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

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## PART C2: PRICING DATA

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## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### C2.1 Pricing Instructions

1. The short description given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the Guideline Scope Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), where applicable.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, 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), a useful document that will give Tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. For the purpose of the Activity Schedule the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

Percentage Fee: The agreed fee for a service, the extent of which is described in the scope of Works, expressed as a percentage of a construction contract value or part thereof.

4. A rate, sum percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rate cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof

which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according the final construction contract values based on the percentage fee tendered.

- 8. While the Employer has every intent to complete the full Scope of Works, the Employer reserves the right to reduce or increase the Scope of Works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration, and/or reimbursement as described in Clause 8.4 of the Standard Professional Services contract.
- 9. Tenderers are to note that notwithstanding the fact that services are to be provided over a year period, there will be no adjustment in the rates, sums, percentage fees and/or prices tendered. By virtue of the fact that the price for professional services rendered is developed, in the most part, from a construction contract value which will be subject to contract price adjustment, the Service Provider will benefit from adjustments in this regard. In developing any other rates, tenderers must make allowance for annual increases. This is relevant, in particular to the remuneration of construction monitoring staff.
- 10. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and /or software will be made and these costs will be deemed to be included rates, sums, percentage fees and prices for normal and additional services rendered.

**SIGNED ON BEHALF OF TENDERER:** .....

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### C2.2 ACTIVITY SCHEDULE

#### PROJECT DETAILS

<b>CONTRAT NUMBER:</b>	<b>UMS/MIG_DSAC/07/2022</b>	Labour Intensive Where Possible:	Yes
<b>PROJECT DESCRIPTION / NAME:</b>		Provision of Professional Services for Upgrading of Kuyasa Sport Ground in Colesberg	
<b>CONTRACT SERVICES</b>	Concept, Viability, Design, Tender Documentation Preparation (i.e. preliminary design, detail design and tender document preparation, construction monitoring, etc )		
<b>ESTIMATED CONSTRUCTION DURATION:</b>	8 Months	Level of Construction Monitoring:	Full time

#### C2.2.1 OFFERED FEE: PROFESSIONAL ENGINEERING SERVICES

(.....) **Percentage (%) discount** (to a maximum of 10 percent (%)) of 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), as gazetted in Government Gazette No. 444333, 26 March 2021 (Engineering Council of South Africa (Engineering Council of South Africa)). The discount will be applicable to all disciplines as stated in the Guideline and C3.1.5.1. **If no Percentage (%) discount is stated above, it will be taken that no discount is granted. If a percentage of higher than 10% is indicated, a maximum of 10% only will be considered.**

#### C2.2.2 Expenses and Costs for Additional Services

Costs for services rendered as requested in Table C2.2.2A will be applicable for the durations stated and will be increased or decreased pro rata, based on the actual durations.

Guideline Clause in Table C2.2.2A refers to ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as gazetted in Government Gazette No. 444333, 26 March 2021 (Engineering Council of South Africa

The fees offered above in Table C2.2.2A shall, (a) for Construction Monitoring - include all Construction Monitoring personnel cost and include all expenses and cost (i.e. accommodation, subsistence expenses, traveling expenses, traveling time, etc.), (b) include all the Service Provider's Expenses and Costs, (c) include all procurement and management cost of the Surveyor, Geotechnical Specialist, and Health and Safety Consultants

## **C2.2: PROFESSIONAL ENGINEERING SERVICES PRICING SCHEDULE**

The payment to be paid to the Service Provider for providing the Services required in terms of this Agreement and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the following

**ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as gazetted in Government Gazette No. 44333, 26 March 2021 (Engineering Council of South Africa).**

It is essential that all items are priced. F.3.9 in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009 (Standard Condition of Tender) will be used for dealing with arithmetic errors.

Rates for Timed-Based Services shall be entered against the relevant items in the Pricing Schedule for different levels of personnel. Time-based payments will only be made when the work involved has been agreed with Umsobomvu Local Municipality

Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed stages of work as specified. Full compensation for completing the stages of work, including during the defects liability period, as specified in the ECSA guidelines and scope of services, and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, ECSA guidelines and scope of services, shall be considered as provided for collectively in the items of payment given in the bills of quantities, except in so far as the values given in the bills of quantities are only approximate.

The Bidder shall fill in a rate or a lump sum for each item where provision is made for it. Items against which no rate or lump sum has been entered in the Tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bills of quantities.

Bidders shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered. If a Bidder wishes to make any alteration to the bills of quantities, then it should be treated as an alternative tender.

The fees used in the Pricing Schedule are based on Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the applicable Profession Act. The report stage for engineering work will not be reimbursed separately on a time basis, but will form part of the preliminary design stage fee.

Fees for additional services must be entered into the applicable schedule where required.

Pricing is based on an estimated amount for work and will only be used for evaluation purposes. Actual fees will vary according to the magnitude of the project involved.

All fees quoted in the Pricing Schedule shall be in South African Rand (ZAR) and whole cents.

All fees quoted in the Pricing Schedule must be excluding VAT. VAT will be added in the Summary of the Pricing Schedule.

The Pricing Schedule has to be completed in black ink and the Bidder is referred to the Bid Data in regard to the correction of errors.

## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### PRICING SCHEDULE – PROFESSIONAL SERVICES

#### 1. BASIC FEE CALCULATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1	Primary fee				
1.2	Secondary fee				
<b>1.3</b>	<b>BASIC FEE CALCULATION TOTAL</b>				
1.4	Percentage Discount (%) in item 1.3 above.	%			
	<b>SUB TOTAL 2 (EXCL. VAT) ((Discounted total only)</b>				

#### 2. NORMAL SERVICES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	Inception	%	5		
2.2	Concept and Viability	%	25		
2.3	Design Development	%	25		
2.4	Documentation and Procurement	%	15		
2.5	Contract Administration and Inspection (level 3)	%	25		
2.6	Close-Out	%	5		
<b>SUB TOTAL 2 (EXCL. VAT)</b>					

**3. ADDITIONAL SERVICES & DISBURSEMENTS**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.1	Topographical Survey	Sum	1		
3.2	Geotechnical Services and Material Investigations	Sum	1		
3.3	Environmental management approval & Audits	Prov. Sum	1	R 120 000	R 120 000
3.3.1	Handling cost i.r.o sub-item 3.3	%			
3.4	Allow for services of Occupational Health and Safety for the duration of the Contract.	Prov. Sum	1	100 000	R 100 000
3.4.1	Handling cost i.r.o sub-item 3.4	%			
3.5	Monitoring of contract by (ER)	Sum	1		
3.6	Accommodation of site Staff (if required)	Sum	1		
3.7	Travel to site duties, including travel time, engine capacity limited to 1600Cc (Please specify your office) .....	Sum	1		
3.8	Miscellaneous disbursements (Printing & typing, Plotting CAD drawings, Photocopying, Binding etc.)	Sum	1		
<b>SUB-TOTAL 2 (EXCL. VAT)</b>					
TOTAL FEES - SUB-TOTAL 1 + SUB-TOTAL 2. (EXCL. VAT)					
15% VAT					
<b>TOTAL BID AMOUNT. INCL.VAT</b>					

**SCHEDULE:**

I, the undersigned, confirms that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Full Name & Surname..... Position..... Signature.....

# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

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## PART C3: SCOPE OF WORK

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## UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

### C3.1 SCOPE OF WORK

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#### 3.1.1 INTRODUCTION

Proposal for the provision of consulting engineering services are requested for planning, preliminary design, detail design, construction specifications, tender documentation, tender evaluation, construction supervision/monitoring and successful completion of the UPGRADING OF KUYASA SPORT GROUND IN COLESBERG, schematic layout in Part C4: Site Information.

A Professional Service Provider is required to provide the professional services necessary to implement the project, which in terms of the Municipal Finance Management Act, 2003, and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive tendering process.

#### 3.1.2 OBJECTIVE

The Employer's objective is to deliver physical infrastructure within Umsobomvu Municipal area in support of the municipality's basic service delivery mandate. The objective of the terms of reference is to enable Umsobomvu local Municipality to appoint competent, professional and experienced service providers for **PROVISION OF PROFESSIONAL SERVICES FOR UPGRADING OF KUYASA SPORT GROUND IN COLESBERG** which will be evaluated using a financial offer, quality and preferences based system as described in the tender data.



### **3.1.3 EXTENT OF THE SERVICES**

The project entails upgrading of existing sport facility in Kuyasa, to accommodate for approximately **500** spectator sitting capacity

The following services are therefore required:

#### **3.1.3.1 Preliminary and detail design to include**

- Perimeter fence around the facility, Covered Grand stand, ablution facilities,
- Designing of football pitch and athletic track
- Designing of high mast lights
- Designing of ablution/change room facilities
- Planting of artificial Grass
- Designing of Combined Netball and Basketball court.
- Designing of Combined Volleyball and Tennis court.

### **3.1.4 DELIVERABLES**

#### **3.1.4.1 INCEPTION**

##### **Planning, Studies, Investigations and Assessments**

The appointed bidder must establish client requirements and preferences, refine user needs and options, appoint necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on procurement policy for the project.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.
- Conclude the terms of the agreement with the client.
- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.

#### **3.1.5 CONCEPT AND VIABILITY (PRELIMINARY DESIGN)**

The appointed bidder must prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project):

- Agree documentation programme with principal consultant and other consultants involved.
- Attend design and consultants' meetings.
- Establish the concept design criteria.

- Prepare initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services and connections required for the design.
- Coordinate design interfaces with other consultants involved.
- Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and comment on life cycle costs as required.
- Prepare and submit progress reports on a Monthly Basis
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

### **3.1.6 DESIGN DEVELOPMENT (DETAIL DESIGN)**

The appointed bidder must develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

- Review documentation programme with principal consultant and other consultants involved.
- Attend design and consultants' meetings.
- Incorporate client's and authorities' detailed requirements into the design.
- Incorporate other consultants' designs and requirements into the design.
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.

### **3.1.7 DOCUMENTATION AND PROCUREMENT**

The appointed bidder must prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget.
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement.
- Review designs, drawings and schedules for compliance with approved budget.
- Call for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.

- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- Prepare and submit progress reports on a **Monthly Basis**
- Evaluate tenders.
- Prepare contract documentation for signature.
- Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- Assess samples and products for compliance and design intent.

**3.1.8 CONTRACT ADMINISTRATION AND INSPECTION**

The appointed bidder must prepare manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making.
- Attend regular site, technical and progress meetings.
- Review the Contractor’s quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works

**3.1.9 CLOSE-OUT**

The appointed bidder must fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project

- Inspect and verify the rectification of defects
- Receive, comment and approve relevant payment valuations and completion certificates.
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Prepare and submit progress reports on a Monthly Basis
- Conclude the final accounts where relevant.

**3.1.10 LOCATION OF THE WORKS**

The Works are situated in approximately 5km on the Eastern side of Colesberg central town. Colesberg is located on the main N1 road from Johannesburg to Cape Town at approximately 230 km of Bloemfontein.

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**3.1.7 FORMAT OF COMMUNICATION**

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

**3.1.8 RESOURCES / PERSONNEL**

**3.1.8.1 KEY PERSONNEL**

The Service Provider shall maintain the involvement of the key personnel as specified in F.2.1.3 as the exigencies of the contract require.

**3.1.10 CLAIMS FOR PAYMENT**

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progress. Payment will be affected as per cheque run dates approved by the Municipal Manager, and after payments received from the Department of Water and Sanitation, who is the main funder for the project.

**3.1.11 EMPLOYERS RIGHT TO RECOVER COST**

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance of the Service Provider which inhibits the progress of the construction contractor and which leads to an extension of time with cost.

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# UPGRADING OF KUYASA SPORT GROUND IN COLESBERG

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## PART C4: SITE INFORMATION

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Drawing, "Kuyasa Sport Field - Schematic Layout" is issued with this document.	

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