



UMSOBOMVU MUNICIPALITY

BID NO: 4/11/2019

REQUEST FOR PROPOSAL:

**PROVISION OF PROFESSIONAL SERVICES FOR
UPGRADING OF SPORT FIELD IN KUYASA**

ISSUED BY:

**Umsobomvu Municipality
Private Bag X6
Colesberg
9795**

NAME OF BIDDER:

CONTACT PERSON:

POSTAL ADDRESS:

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

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

UMSOBOMVU MUNICIPALITY

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GENERAL TENDER INFORMATION

TENDER ADVERTISED : 10 AND 11 NOVEMBER 2019

CLOSING DATE : 29 NOVEMBER 2019

CLOSING TIME : 12:00

CLOSING VENUE : Umsobomvu Municipality
21A Church Street
COLESBERG
9795

TENDER BOX : Umsobomvu Municipality
21A Church Street
COLESBERG
9795

Insert the sealed, correctly marked envelopes containing the Tender Document (which includes the Form of Offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the Tender box.

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REQUEST FOR PROPOSAL:

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Part T1: Tendering Procedure

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UPGRADING OF SPORT FIELD IN KUYASA

T1.1 Tender Notice and Invitation to Tender

Umsobomvu Municipality invite professional service providers to submit proposals for the following services: the scope of works for each project will entail: Provision of preliminary report & designs, Detailed Design, drafting of Specification documents, Bid Documentation, attend project related meetings, project monitoring, closeout report and as built drawings.

PROJECT NO	PROJECT DESCRIPTION	PROJECT DETAILS	CLOSING DATE
2/11/2019	Upgrading of Madikane and Nqandu streets to Concrete block paving streets.	The design of existing gravel streets to concrete block paving with the provision of taxi bays, storm water drainage provision.	29 – 11 - 2019
3/11/2019	Upgrading of Kosmos and Affodil streets to Concrete block paving streets.	The design of existing gravel streets to concrete block paving with the provision of taxi bays, storm water drainage provision.	29 – 11 - 2019
4/11/2019	Upgrading of sport field in Kuyasa	The proposed upgrade will include the following: <ul style="list-style-type: none">• Perimeter fence, Grand stand, ablution facilities,• Designing of field and Track facilities.• Planting of artificial Grass and or Irrigation system.• Combined Netball and Basketball court.• Combined Volleyball and Basketball court.	29 – 11 - 2019
5/11/2019	Upgrading of President Swarts and Nieuwenhuizen streets to Concrete block paving streets.	The design of existing gravel streets to concrete block paving with the provision of storm water drainage.	29 – 11 - 2019
6/11/2019	Upgrading of Noupoot Internal sewer network	The design existing sewer reticulation existing network, outfall sewer and pump stations.	29 – 11 - 2019
7/11/2019	Upgrading of Colesberg Internal water network.	The design and replacement of existing AC Internal water network in Colesberg.	29 – 11 - 2019

All bidders will be adjudicated and awarded in terms of the Umsobomvu Municipal Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and the regulations promulgated under, this act shall apply in the evaluation and awarding of the bid.

The compulsory briefing session will be held on Friday 15 November 2019 in Colesberg at 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, 29 November 2019**, 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) which must be filled out and submitted with the tender.

TENDERES SHOULD TAKE NOTE OF THE FOLLOWING CONDITIONS

- Bidders to submit the proposal inline with the CIDB proposal format.
- Tenderers must supply with their tender a valid Tax Clearance certificate.
- Proof of professional indemnity insurance.
- Tenders will have to score a **minimum of 60 out of 100 points** for functionality in order to qualify to be assessed for price and preference.
- 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.
- All tenders should hold good for 90 days from closing date.
- Tenderers must submit a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or service provider i.r.o. payments which is overdue more than 30 days.
- All tenderers must be registered on the Central Supplier Database (CSD), National Treasury and with compliant tax status for at least not older than 30 Days on the closing date.
- Tenderers must have certified evidence of BBBEE status issued by SANAS, IRBA or SANAS accredited agents if claiming preference.
- 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.
- **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS, The bid will be evaluated on the following criteria:

Price = 80 points,
BBEE = 20 points
TOTAL = 100 points

Notice No. 95/2019
Mr A.C Mpela (Municipal Manager)
Umsobomvu Municipality
Private Bag X6
COLESBERG
9795

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

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).

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

Clause Number	Tender Data
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F.1	General
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F.1.1	Actions
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Add the following:

“The Employer is the Umsobomvu Local Municipality, represented by the Municipal Manager.

Tender Documents

F.1.2	<i>Add the following:</i>
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“The following documents form part of this tender:

1. **The Standard Professional Service Contract (September 2005) (Second Edition of CIDB document)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria. Tel. 012 343 7136 or 012 481 9030, Fax: 012 343 7153, e-mail: cidb@cidb.org.za
2. The relevant section as described in the Scope of Services 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), Board Notice 138 of 2015** as gazetted in Government Gazette No 39480 04 December 2015.
3. This tender document issued by the Employer, **BID No.: 4/11/2019 Provision of Professional Services for Upgrading of Sport Field in Kuyasa** in which is bound:

**Clause
Number**

Tender Data

The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreement and Contract Data

C1.1 Form of offer and acceptance

C1.2 Contract data

Part C2: Pricing Data

C2.1 Pricing instructions

C2.2 Activity Schedule

Part C3: Scope of Work

C3.1 Scope of work

Part C4: Site Information

C4 Site information

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer.”

Communication and Employer’s Technical Staff

F.1.4

Add the following:

The Project Manager who will be representing the Employer for the purposes of any communication between the Employer and Tenderer, is:

Name: Project Manager, Mr. T. Mtimkhulu

Postal address: No 21a Church Street, Colesberg, 9795.

Tel: 051 – 753 0777

Fax: 051 – 753 0574

Attention is drawn to the fact that verbal information given by the Employer’s representative prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally to Tenderers will be regarded as amending the tender documents.”

**Clause
Number**

Tender Data

F1.6

Procurement Procedures

F1.6.1

General

Add the following:

“The Employer does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or only part of a tender if, (a) the tender amounts received are too high; (b) the tender do not comply with the specific tender goals, or (c) objective criteria exist which justify or necessitate the non-acceptance of any tenders.”

F.2

Tenderer’s Obligations

F.2.1

Eligibility

Add the following:

“Only those tenderers who satisfy the following eligibility criteria are eligible to have their tenders evaluated:

F.2.1.1

Registration as Service Provider

The Employer will only enter into a formal contract with a Tenderer who is registered on the Umsobomvu Local Municipality Supplier Database as service provider and has been issued with a registration number.

Tenderers who are not registered and verified on the Umsobomvu Local Municipality Supplier Database are not precluded from submitting tenders and quotations, but must be registered and verified before the evaluation and adjudication of the tender. It is the responsibility of tenderers to ensure that this requirement is complied with prior to the closing date of the tender. In the case of Joint Venture partnerships this requirements will apply to each party to the Joint Venture.

Tenderers who wish to register as service providers on the Umsobomvu Local Municipality Supplier Database can collect registration forms from the following locations:

Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795

Clause Number	Tender Data
F.2.1.2	<p>Local Office</p> <p>Not applicable.</p> <p>Key Personnel</p>
F.2.1.3	<p>In order to be considered for an appointment in terms of this tender, the Tenderer must have in its employment at the close of tenders:</p> <p>A registered Professional Engineer or Technologist with at least 5 (five) years verifiable post registration relevant experience, who will be the project leader/engineer, and responsible for all work carried out in terms of this tender.</p> <p>The project leader/engineer must currently be registered as Professional Engineers or Technologist with the Engineering Council of South Africa (ECSA). The registration number must be indicated on Schedule 4, Part T2.2: Returnable Schedules. The Curriculum Vitae of all key personnel must be submitted with the tender submission, appended to Schedule 9, Part T2.2. Returnable Schedules.</p>
F.2.1.4	<p>Support Resources</p> <p>Tenderers must indicate what resources (human (incl. site monitoring staff), and otherwise) they have available and intend allocating to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful.</p>
F.2.1.5	<p>Professional Indemnity Insurance</p> <p>The Employer shall not award a contract to any tenderer that does not hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R 7,000,000 in respect of each and every claim during the period of insurance. Proof of insurance must be submitted with the tender, appended to Schedule 6, Part T2.2: Returnable Schedules.</p>
F.2.1.6	<p>Quality Criteria</p> <p>Tenderers who score a minimum score of 60 points in respect of the quality criteria (see F.3.11.9).”</p>
F.2.1.7	<p>Broad-Based Black Economic Empowerment Status Level Certificate</p> <p>Submit their Broad-Based Black Economic Empowerment status level certificate or certified copy thereof issued by a registered verification agency in accordance with the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2011.</p>
F.2.1.8	<p>Tax Clearance Certificate</p> <p>Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will prejudice the tender and it will be rejected for such reason. Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate.”</p>

**Clause
Number**

Tender Data

Clarification Meeting

F.2.7

Add the following:

“A compulsory clarification meeting will be held at the Umsobomvu Local Municipality municipal offices in Colesberg, 21a Church Street, on the 15 November 2019 at 10:00.

The Tender Documents will be available from Monday, 15 November 2019 during office hours at the Umsobomvu Local Municipality municipal offices at 21A Church Street, Colesberg, 9795.”

F.2.13

Submitting a Tender Offer

Replace sub-clause F.2.13.2 with the following

F.2.13.2

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

F.2.13.3

Add the following to F.2.1.13.3

“Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.”

F2.13.4

Add the following after the first sentence of F.2.13.4:

“The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of several firms forming the joint venture, and other information necessary to permit a full appraisal of its function.”

F.2.13.5

Add the following to F2.13.5

“The Employer’s address for delivery of tender offer and identification details to be shown on the tender offer package are:

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

Identification Details: Tender Number: 4/11/2019

Title of Tender: **R.F.P: Provision of Professional Services for Upgrading of Sport Field in Kuyasa**

Name and address of tenderer: (to be inserted by tenderer).

Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the abovementioned address.”

F.2.13.6

Add the following to F.2.13.6:

**Clause
Number**

Tender Data

“A two-envelope procedure will not be followed.”

F.2.15

Closing Time

F.2.15.1

Add the following to F.2.15.1:

“The closing time for submission of the tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mail tender offers will not be accepted.”

F.2.16

Tender Offer Validity

F.2.16.1

Add the following to F.2.16.1:

“The tender offer validity period is 90 days.”

F.2.17

Clarification of Tender Offer after Submission

Add the following to F.2.17:

“A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer’s written request.”

F.2.23

Certificates

Add the following:

“F.2.23.1

Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will prejudice the tender and it will be rejected for such reason.

Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate.”

**Clause
Number**

Tender Data

F3

The Employer's Undertakings

F.3.4

Opening of Tender Submissions

Add the following to F.3.4.1

"The time and location for opening of the tender offers is:

Date: 29 November 2019

Time: 12:00

Location: Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795

Tenders will be opened immediately after the closing time for tenders at 12h00."

F.3.8

Test for Responsiveness

Add the following to F3.8:

"Tenders will be considered non-responsive if, inter alia:

The tenderer has not completed and signed the Offer portion of Part C1.1 Form of Offer and Acceptance.

The tenderer does not comply with the eligibility criteria listed in F2.1 above.

The tenderer does not achieve the prerequisite points for quality as listed in F3.11.9.

The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request."

F.3.11

Evaluation of tender offers

F.3.11.1

General

Add the following:

"The procedure for the evaluation of responsive tenders is Method 2.

Method 2: $T_{EV} = N_{FO} + N_P$

T_{EV} is the total number of tender evaluation points.

N_{FO} = is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7.

N_P = is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

Note: If, after tenders have been brought to a comparative level, two or more tenders score equal total evaluation points, the recommended Tenderer shall be the one scoring the highest preference points."

**Clause
Number**

Tender Data

F.3.11.7

Scoring Financial Offers

Add the following:

“The Financial Offer will make up 90 points. Of the 90 points 65 points is allocated for discount, to a maximum discount of 10%, and 25 points for professional fees for additional services (as requested in Item 1, 2 and 3 of Part C2, Table C2.2.2A).

The financial offer will be scored using, (a) Formula 1 (Option 2), highest discount to a maximum of 10% discount, and (b) Formula 2 (Option 2) for professional fees for additional services.

The score for financial offer is calculated using the following formulas for each responsive tender under consideration.

Highest Discount: Formula 1 (Option 2): $A = P / P_m$

Professional Fees for Additional Services: Formula 2 (Option 2): $A = P_m / P$

P_m = is the comparative offer of the most favourable comparative offer

P = is the comparative offer of the tender offer under consideration.

Score the financial offers of remaining responsive tender offers using the following formula, as indicated in F.3.11.7:

$$N_{FO} = W_1 \times A$$

N_{FO} = is the number of tender evaluation points awarded for the financial.

W_1 = is the maximum possible number of tender evaluation points awarded for the financial offer. (The maximum number of tender evaluation points for the financial offer for this tender is 90 points, 65 points is allocated for discount, to a maximum discount of 10%, and 25 points for professional fees for additional services.)”

F.3.11.8

Scoring Preferences

Add the following:

“Preference scoring will be based on the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000): Preferential Procurement Regulations, 2011, in terms of Government Notices R.501 and R.502 of 8 June 2011, Government Gazette No. 34350.”

**Clause
Number**

Tender Data

F.3.11.9

Scoring Quality (Functionality)

Add the following:

“(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	Minimum Required Points	Maximum Possible Points
Proposed Work Plan (approach and methodology)	15	20
Expertise of Key Personnel	10	15
Track Record of Bidder (with respect to projects of similar nature)	15	30
Availability /Allocation of Resources	15	25
Quality Control Practices (ISO9001:2008)	5	10
Total (maximum) Evaluation Points for Quality	60	100

The minimum number of evaluation points required for quality is 60 Points. Tender offer that fail to score the minimum number of evaluation points for quality will be rejected.

(c) Evaluation of quality will be carried out on the following basis:

(i) Proposed Work Plan (approach and methodology) (20 Points Maximum)

A proposed work plan must be provided with the tender submission, attached to Schedule 8, Part T2.2: Returnable Schedules, which must be of sufficient detail (but a maximum of 5 pages, longer submissions may have points deducted) to indicate that the project brief has been understood. That is, Tenderers must show that they have appreciated that the nature of the problem, and indicate the approach and methodology that they intend following in order to reach the required outcome. The scoring for the proposed work plan is as follows:

0 Points – Not sufficient detail information for evaluation (or no information provided)

15 Points – Sufficient detail information for evaluation (incl. submission of project programme/schedule and work plan)

20 Points – Relevant project programme/schedule and work plan for the project.

(ii) Expertise of Key Personnel (15 Points Maximum)

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. Aside from submitting a general CV for each of the key personnel (required in terms of Clause F.2.1.3) Tenderers must submit a statement for each of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project. These statements must be appended to Schedule 4 and Schedule 9, Part T2.2: Returnable Schedules. The scoring for expertise for the key personnel is as follows:

Each CV shall contain the relevant information under the following headings:

- Personal Particulars (i.e. Name, Date and place of birth, Citizenship, Place of tertiary education and date associated therewith).
- Qualifications (i.e. diplomas, degrees, grades of membership with professional societies, professional registration).
- Overview of Post-graduate Experience (i.e. year, organization, and position).
- Outline of recent and current assignments or experience which has bearing on the service/involvement for the Contract.
- Contactable references (i.e. title, full name, surname, organization and telephone numbers).

0 Points – Not sufficient information provided (or no CVs provided).

10 Points – CVs of Key Personnel provided.

15 Points – Relevant project experience of Key Personnel provided in CVs.

(iii) Track Record of Tenderer (with respect to projects of similar nature) (30 Points Maximum)

Tenderers must complete Schedule 10, Part T2.2, and Returnable Schedules, which is a list of all relevant projects that have been successfully completed in the past three years, or that are underway at present.

Note: Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

**Clause
Number**

Tender Data

The scoring for the track record of tenderers is as follows:

0 Points – No track record information provided.

15 Points – Track record of projects.

30 Points – Track record of relevant projects.

(iv) Availability / Allocation of Resources (25 Points Maximum)

Tenderers must indicate what resources (human and otherwise) that they have availability and intend allocating to this project, and on what basis (that is, for what aspect of work, and whether full or part time) if successful. This will indicate the key personnel, plus others (for example, a tender documentation specialist, site monitoring staff, etc.). Resource organogram to be included. Other resources, for example, would be the type of software package intended for use on this project, whether or not it is owned or licensed to the tenderer, or whether it is available through some other means. An intended resource allocation schedule must be appended to Schedule 5 and Schedule 14, Part T2.2: Returnable Schedules. Tenderers should note that, during the course of any contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the Employer. The scoring for the availability / allocation of resources is as follows:

0 Points – Not sufficient information provided (or no information provided).

10 Point - Sufficient detail information for evaluation (i.e. human resources and other resources).

25 Points – Relevant human resources and other resources allocation.

(v) Quality Control Practices (10 Points Maximum)

The quality control practices of the tenderers will be considered for evaluation of the tender. The scoring of the quality control practices will be as follows:

0 Points – The Tenderer does not have any recognized and independently accredited quality control practices.

5 Points – The Tenderer has non accredited quality Management System

10 Points – 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)

**Clause
Number**

Tender Data

F.3.13

Acceptance of Tender offer

Add the following::

F.3.13.1

“Tenders offers will only be accepted if:

- a) The Tenderer has in his or her possession an original Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- b) The Tenderer or any of its directors 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.
- c) the Tenderer has not:
 - i) abused the Employer’s Supply Chain Management System; or
 - ii) 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;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) 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.”

F.3.18

Provide Copies of the Contract

Add the following:

“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 District's 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."

UMSOBOMVU MUNICIPALITY

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UPGRADING OF SPORT FIELD IN KUYASA

Part T2: Returnable Documents

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UMSOBOMVU MUNICIPALITY

BID NO. 04/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents:

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	24 - 25
2: AUTHORITY OF SIGNATORY	26
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	27
4: KEY PERSONNEL	28
5: SUPPORT RESOURCES.....	29
6: PROFESSIONAL INDEMNITY INSURANCE	30
7: DECLARATION OF GOOD STANDING REGARDING TAX	31
8: PROPOSED WORK PLAN.....	32
9: EXPERTISE OF KEY PERSONNEL	33
10: TRACK RECORD	34
11: ISO 9001: 2008 CERTIFICATION	35
12: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT	36
13: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	37

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

14: ALLOCATION OF RESOURCES	38
15: RECORD OF ADDENDA TO TENDER DOCUMENTS	39
16: ALTERATIONS/AMENDMENTS BY TENDERER.....	40

4. Other documents that will be incorporated into the contract

17: PREFERENCE POINTS CLAIMED SCHEDULE.....	41
18: CONFIRMATION OF ENTERPRISE REGISTRATION	42

5. C1.1 The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Activity Schedule

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

UMSOBOMVU MUNICIPALITY

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UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

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:

UMSOBOMVU MUNICIPALITY

TENDER NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 2 : 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 ofby 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.

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SCHEDULE 3 : 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.

UMSOBOMVU MUNICIPALITY

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UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 4 : 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.

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

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

SIGNED ON BEHALF OF TENDERER:

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 5 : 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:

UMSOBOMVU MUNICIPALITY

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UPGRADING OF SPORT FIELD IN KUYASA

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.

PROFESSIONAL INDEMNITY INSURANCE HELD		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

SIGNED ON BEHALF OF TENDERER:

UMSOBOMVU MUNICIPALITY

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UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 8 : 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:

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 9 : 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:

UMSOBOMVU MUNICIPALITY

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UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 10 : 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:

UMSOBOMVU MUNICIPALITY

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SCHEDULE 11 : 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:

UMSOBOMVU MUNICIPALITY

TENDER NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 12 : 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? (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).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (0)12 3265445).	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.**

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 13 : 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).

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

SIGNED ON BEHALF OF TENDERER:

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 14 : 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:

UMSOBOMVU MUNICIPALITY

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UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 15: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following Communications/Addenda/Notice(s) to tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

SIGNED ON BEHALF OF TENDERER:

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 16 : 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:

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 17: 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-BBEE STATUS LEVEL OF CONTRIBUTOR	NO. OF POINTS FOR TENDERS LESS THAN R50 000 000	PREFERENCE POINTS CLAIMED
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.....

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

SCHEDULE 18 : 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:

UMSOBOMVU MUNICIPALITY
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Part C1: Agreements and Contract Data

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C1.2 Contract Data	47 - 50

UMSOBOMVU MUNICIPALITY

BID NO. 4/11/2019

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:

TENDER NO. 4/11/2019: UPGRADING OF SPORT FIELD IN KUYASA

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 2000), Board Notice 206 of 2011 as gazetted in Government Gazette No 39480 20 December 2015 (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 organisation)

Name and signature of witness Date:

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.

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UPGRADING OF SPORT FIELD IN KUYASA

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. 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:

Add the following:

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 Sport Field in Kuyasa**

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:

Milestones	Penalty per Calendar Month
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.”

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UPGRADING OF SPORT FIELD IN KUYASA

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:

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UPGRADING OF SPORT FIELD IN KUYASA

Part C2: Pricing Data

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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. 138 of 2000), (Board Notice 138 of 2015), 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) (Board Notice 138 of 2015) is 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.

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TENDER NO. 4/11/2019

UPGRADING OF SPORT FIELD IN KUYASA

C2.2 Activity Schedule

Project Details

Tender Number:	4/11/2019	Labour Intensive Where Possible:	Yes
Project Description / Name:		Provision of Professional Services for Upgrading of Sport Field in Kuyasa	
Concept, Viability, Design, Tender Documentation Preparation Duration (i.e. preliminary design, detail design and tender document preparation)			Months
Approximate Construction Duration:	8 Months	Level of Construction Monitoring:	Level 2.

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), Board Notice 138 of 2015 as gazetted in Government Gazette No 39480, 04 December 2015 (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 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), Board Notice 138 of 2015 as gazetted in Government Gazette No 39480, 04 December 2015 (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

1: DETAILED ASSESSMENT PHASE					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.1	SURVEY SERVICES:				
1.1.1	Topographical Survey	Sum	1.00		
1.1.2	Handling cost i.r.o sub-item 1.1 (a)	%			
1.2	ENVIRONMENTAL SERVICES:				
1.2.1	Environmental services during design stage (including report)	Prov Sum	1.00		
1.2.2	Handling cost i.r.o sub-item 1.2.1	%			
1.2.3	Environmental services during construction stage	Prov Sum			
1.2.4	Handling cost i.r.o sub-item 1.2.3	%			
1.3	GEOTECHNICAL SERVICES:				
1.3.1	Geotechnical services / investigations during design stage (including the report)	Sum	1.00		
1.3.1	Handling cost i.r.o sub-item 1.3.1	%			
1.4	OCCUPATIONAL HEALTH AND SAFETY SERVICES				
1.4.1	Occupational Health and Safety Services during design & construction stage	Sum	1.00		
	Handling cost i.r.o sub-item 1.4.1	%			
Sub Total (A) Carried Forward to Summary					

2. ENGINEERING PROFESSIONAL SERVICES					
2.1	DETAILED DESIGN:	UNIT	QUANTITY	RATE	AMOUNT
2.1.1	Value based Engineering Fees as for Professional Services in terms of the Engineering Professional Act, Act No. 46 of 2000, Gazette No. 39480 (ECSA 2015)	%	This is a rough estimate and may vary, the Bidder must make provision for this in the percentage discount tendered R 13 500 000.00		
2.1.2	Percentage Discount (%) in item 2.1.1 above		1		
Sub Total (B) Carried Forward to Summary(Discounted Fee Only)					

3. ADMINISTRATION & MONITORING OF THE CONTRACT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.1	MONITORING OF THE CONTRACT:				
3.1.1	Resident Engineer (RE)	Sum	1		
3.1.2	Mark-up i.r.o sub-item 3.1.1	%			
3.2	Transport for Site Personnel & Additional duties:				
3.2.1	Travelling to perform duties		1		
3.2.2	Handling cost i.r.o sub-item 3.2.1	%			
3.2.3	Accommodation of Site Staff (if required):	Sum	1		
3.2.4	Handling cost i.r.o sub-item 3.2.3	%			
Sub Total (C) Carried Forward to Summary					

4: ADDITIONAL DUTIES					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4.1	Additional Duties by Service Provider:				
4.1.1	Personnel - Category A	hour	1.00		
4.1.2	Personnel - Category B	hour	1.00		
4.1.3	Personnel - Category C	hour	1.00		
4.1.4	Personnel - Category D	hour	1.00		
Sub Total (D) Carried Forward to Summary					

SUMMARY OF PRICING SCHEDULE		
ITEM	DESCRIPTION	AMOUNT
1	Detailed Assessment Phase (A)	
2	Engineering Professional Services (Discounted) (B)	
3	Monitoring of the Works Contract (C)	
4	Additional Duties (D)	
SUB TOTAL = E		

SUB TOTAL (A+B+C+D = E)	
ADD CONTINGENCY AMOUNT (A) 10% (F) (PROVISIONAL)	
SUBTOTAL (E+F = G)	
ADD 15% VALUE ADDED TAX ON SUBTOTAL G ABOVE (H)	
TOTAL TENDER AMOUNT (G+H) CARRIED TO FORM OF OFFER & ACCEPTANCE	

SCHEDULE:

I, the undersigned, warrant 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.

SignedDate

NamePosition

Tenderer
.....

SIGNED ON BEHALF OF TENDERER:

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Part C3: Scope of Work

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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 existing VIP toilets to Full Water borne Sanitation System in Khayelitsha township – Phase 2 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 purpose of this document is therefore to invite tenders from suitable qualified and experienced consulting firms for **Tender No 4/11/2019: Provision of Professional Services for Upgrading of Sport Field in Kuyasa** 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/changroom facilities
- Planting of artificial Grass and or Irrigation system.
- Designing of Combined Netball and Basketball court.
- Designing of Combined Volleyball and Tennis court.
- Designing of a Clubhouse
- Swimming pool

3.1.3.2 The compilation of the required construction tender documentation, including specifications, and the evaluation of submitted tenders.

3.1.3.3 The provision of construction monitoring services (Level 2) and construction administration.

3.1.3.4 Submission of monthly progress reports, and/or reports as required by Umsobomvu Local Municipality.

3.1.3.5 The compilation of “as-built” drawings.

The Service Provider shall take the following into account as part of the design for the upgrading Sport Field in Kuyasa.

3.1.3.9 The upgraded streets must be fit for purpose.

3.1.3.10 The operation and maintenance of the upgraded gravel streets must be a user friendly and cost effective solution.

3.1.3.11 Preliminary design to be submitted to Employer for comments (and reviewed if requested by the Employer) before commencement of detail design.

3.1.3.12 Detail design to be submitted to Employer for comments (and reviewed if requested by the Employer) before finalising tender documentation.

3.1.3.13 The appointment includes all Civil Works, as well as topographical survey, geotechnical investigation.

3.1.4 LOCATION OF THE WORKS

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

3.1.5 ENGINEERING

The required Professional Services as referenced is provided below and indicated above in 3.1.3:

3.1.5.1 Normal Services (to cover the extend of work as described in 3.1.3 above)

Refer to 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), Board Notice 138 of 2015** as gazetted in Government Gazette No 39480, 04 December 2015 for the description of services.

3.1.5.2 Additional Services (to cover the extend as set out in 3.1.6 below)

Refer to 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), Board Notice 138 of 2015** as gazette in Government Gazette No 39480, 04 December 2015 for the description of services.

3.1.6 PROCUREMENT

If the main Professional Service Provider (PSP) does not have the necessary expertise, the following additional services may need to be procured and managed by the PSP:

- (1) Geotechnical Specialist
- (2) Topographical and Land Surveyor
- (3) Occupational Health and Safety Consultant

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.

3.1.8.2 Construction Monitoring

The following minimum criteria will be applicable for pricing purposes for a full time resources:

(1) N.Dip. (Civil) with 5 years post diploma experience, of which two years should be practical on-site experience, or (2) B.Tech. (Civil) with 2 years post registration experience, or (3) B.Eng (Civil) with 3 years experience, of which one year should be practical on-site experience.

3.1.9 MANAGEMENT MEETINGS

Other than attendance of at least monthly site meetings during construction in Kuyasa township, the Service Provider shall also convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at the abovementioned meetings by at least one of the key personnel.

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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Part C4: Site Information

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