

Ubuntu Municipality



*menswaardigheid - hoop - erfenis  
ubuntu - ithemba - izithethe  
humanity - hope - heritage*

**UBUNTU**

**MUNICIPALITY / MUNISIPALITEIT**

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**TENDER NO: UB/VW/13/2022**

**APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**TENDER DOCUMENT**

TENDER SUBMITTED BY:

Name of Company : .....

Contact Name : .....

Contact No : .....

Address : .....

Tender Amount (VAT incl.) : ..... **Not Applicable** .....

Issued by:

The Administrator  
UBUNTU LOCAL MUNICIPALITY  
78 Church Street  
Victoria West  
7070

Tel: 053 621 0026 / Fax: 053 0242

**CLOSING DATE: 27 July 2022 AT 12:00pm**

**TENDER NO: UB/VW/09/2022- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **CONTENTS**

<b>NUMBER</b>	<b>HEADING</b>	<b>PAGE</b>
<b>Volume 1</b>	<b>Tender Document</b>	
<b>Portion 1:</b>	<b>Tender</b>	
<b>Part T1:</b>	<b>Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender .....	T1-3
T1.2	Tender Data .....	T1-4
T1.3	Standard Conditions of Tender .....	T1-14
<b>Part T2:</b>	<b>Returnable documents and schedules</b>	
T2.1	Returnable Documents .....	T2-36
T2.2	Returnable Schedules .....	T2-72
<b>Portion 2:</b>	<b>Contract</b>	
<b>Part C1:</b>	<b>Agreements and Contract Data</b>	
C1.1	Form of Offer and Acceptance .....	C1-80
C1.2	Contract Data .....	C1-85
<b>Part C2:</b>	<b>Pricing Data</b>	
C2.1	Pricing Instructions .....	C2-90
C2.2	Bill of Quantities .....	C2-94
<b>Part C3:</b>	<b>Scope of Work</b>	
C3.1	Description of the Works .....	C3-96
C3.2	General Requirements .....	C3-103
C3.3	Safety, Health, Environment, Quality and Risk (SHEQ-R) .....	C3-104
C3.4	Site Information .....	C3-105
C3.5	UBUNTU Special Conditions .....	C3-106

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2022- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PART T1: TENDERING PROCEDURES**

### **CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>PART T1.1</b>	<b>TENDER NOTICE AND INVITATION TO TENDER (English Version) .....</b>	<b>T1-3</b>
<b>PART T1.2</b>	<b>TENDER DATA.....</b>	<b>T1-4</b>
<b>PART T1.3</b>	<b>STANDARD CONDITIONS OF TENDER .....</b>	<b>T1-14</b>

**END OF SECTION**

**TENDER NO: UB/VW/09/2022- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PART T1: TENDERING PROCEDURES**

### **PART T1.1: TENDER NOTICE AND INVITATION TO TENDER**

UBUNTU Local Municipality hereby invites tenders in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003, from consulting engineering service providers for the provision of professional civil engineering services in planning, design, documentation and construction supervision of various municipal infrastructure projects for a period of 3 years as and when required. UBUNTU Local Municipality wishes to engage with Professional Service Providers in accordance with the Engineering Professions Act 46 of 2000.

Tender documents shall be available at UBUNTU Local Municipality Offices, 78 Church Street, Victoria West, 7070 during office hours from 08h00 – 13:00 on weekdays or on the e-tender website for free.

Tender documents are to be completed in black ink and in accordance with the conditions and rules contained in the bid documents and must be placed in a sealed envelope and clearly marked as follows:

DISCIPLINE / PROFESSION	BID NO
<b>APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.</b>	UB/VW/13/2022

The completed Tender documents must be placed in the Tender Box, situated at the main reception area of UBUNTU Local Municipality, 78 Church Street, Victoria West, 7070, no later than **27 July 2022 at 12h00**. Tender documents will be opened and registered in public at **12h00 on the 27 July 2022.**, subject to compliance and adherence to the applicable COVID-19 protocols and regulations.

Telephonic, facsimile, email and/or late bids will not be accepted. Bids must be valid for a period of ninety (90) days after the closing date of the bid.

UBUNTU Local Municipality reserves the right to accept the lowest bid or to award a contract to the bidder scoring the highest number of points.

**There will be no briefing session due to the COVID-19. For SCM related enquiries please contact, Mr Alvon Botha, at telephone number 053 621 0026, bothaalvon@gmail.com and for technical related enquiries T Phillips at 053 621 0026, during office hours from 08h00 to 16h00.**

**Municipal Manager**

**TENDER NO: UB/VW/09/2021- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

## PART T1: TENDERING PROCEDURES

### PART T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 136 of 2015 as published in Government Gazette No 38960 of 10 July 2015. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Regulations, 2017 published in Government Gazette No 40553 dated 20 January 2017.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is <b>UBUNTU LOCAL MUNICIPALITY</b> .
1.2	<p>The tender documents issued by the employer comprise of one volume only and consists of the following:</p> <p>PORTION 1:                      TENDER</p> <p>Part T1                              Tendering Procedures</p> <p>Part T1.1                            Tender Notice and Invitation to Tender</p> <p>Part T1.2                            Tender Data</p> <p>Part T1.3                            Standard Conditions of Tender</p> <p>Part T1.4                            PPPFA Act 2000: Preferential Procurement Regulations 2017</p> <p>Part T2                              Returnable Documents and Schedules</p> <p>Part T2.1                            Returnable Documents</p> <p>Part T2.2                            Returnable Schedules</p> <p>Part T2.3                            Checklist</p> <p>PORTION 2:</p> <p>Part C1                              Agreements and Contract Data</p> <p>Part C1.1                            Form of Offer and Acceptance</p> <p>Part C1.2                            Contract Data</p> <p>Part C2                              Pricing Data</p> <p>Part C2.1                            Pricing Instructions</p> <p>Part C2.2                            Bill of Quantities</p>



**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

Clause	Addition or Variation to Standard Conditions of Tender
	<p>one of the partners.</p> <p>7. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.</p> <p>8. Tenderers may only tender under 1 (one) company or 1 (one) consortium – tendering with more than 1 company or consortium will result in immediate disqualification. UBUNTU Municipality will recognise the JV/Consortium as single entity for the duration of the contract.</p> <p>9. Approach Paper including methodology.</p> <p>10. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R10 million in respect of a claim without limiting to the number of claims.</p> <p>11. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory.</p>
2.2	<p><i>ADD THE FOLLOWING TO THE CLAUSE:</i></p> <p>Accept that the Employer will not compensate the Tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent (if required).”</p>
2.7	<p>There will be no briefing session due to the COVID-19. For SCM related enquiries please contact, Mr Alvon Botha, at telephone number 053 621 0026, bothaalvon@gmail.com and for technical related enquiries T Phillips at 053 621 0026, during office hours from 08h00 to 16h00</p>
2.8	<p><i>REPLACE THE CONTENTS OF THE CLAUSE WITH THE FOLLOWING:</i></p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s official or the Employer’s agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.1.”</p>
2.11	<p><i>ADD THE FOLLOWING TO THE CLAUSE:</i></p> <p>“To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.”</p>
2.13.1	<p><i>ADD THE FOLLOWING TO THE CLAUSE:</i></p> <p>“No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.”</p>
2.13.2	<p><i>REPLACE THE CONTENTS OF THE CLAUSE WITH THE FOLLOWING:</i></p>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

Clause	Addition or Variation to Standard Conditions of Tender
	<p>“Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in their original formats and no pages shall be removed or re-arranged.”</p>
2.13.3	No copies of the tender offer are required.
2.13.4	<p><i>ADD THE FOLLOWING TO THE CLAUSE:</i></p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.”</p>
2.13.5	<p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location:                      Situated at the main reception areas of the municipal main Building in Hartswater</p> <p>Physical address:                              UBUNTU LOCAL MUNICIPALITY 78 Church Street Street Victoria West 7070</p> <p>Identification details:                        TENDER NO: UB/VW/09/2021</p> <p style="text-align: center;"><b>APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS</b></p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.6	A two-envelope procedure will not be followed.
2.13.10	<p><i>ADD THE FOLLOWING NEW CLAUSE:</i></p> <p>“Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.”</p>
2.14	<i>ADD THE FOLLOWING TO THE CLAUSE:</i>



**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

Clause	Addition or Variation to Standard Conditions of Tender
	<p>“The Tenderer is required to enter information in the following sections of the document:</p> <p>Part T2.1 : Returnable Documents            Part T2.2 : Returnable Schedules            Part C1.1 : Form of Offer and Acceptance            Part C1.2 : Contract Data (Part 2)</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p><u>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</u></p>
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Refer to Tender Notice and Invitation to Tender (Section T1.1 of the document).</p>
2.16.1	<p>The tender offer validity period is 90 days.</p>
2.16.1	<p><i>ADD THE FOLLOWING TO THE CLAUSE:</i>            “If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.”</p>
2.16.3	<p><i>ADD THE FOLLOWING NEW CLAUSE:</i>            “Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.22	<p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

Clause	Addition or Variation to Standard Conditions of Tender
2.23	<p>The following information are to be provided with the tender:</p> <p>A: Invitation to Bid <span style="float: right;">MBD 1</span></p> <p>B: Declaration of Good Standing Regarding Tax <span style="float: right;">MBD 2</span></p> <p>C: Declaration of interest <span style="float: right;">MDB 4</span></p> <p>D: Preference points claim form <span style="float: right;">MDB 6.1</span></p> <p>E: Declaration of Bidder's Past Supply Chain Management Practices <span style="float: right;">MDB 8</span></p> <p>F: Certificate of Independent Bid Determination <span style="float: right;">MBD 9</span></p> <p>G: Compulsory Enterprise Questionnaire</p> <p>H: Central Supplier Database report (Not older than 3 months from closing date of this tender)</p> <p>I: Certified copy of Certificate of Incorporation (if tenderer is a Company), Certified copy of Founding Statement (if tenderer is a Closed Corporation), Certified copy of Partnership Agreement (if tenderer is a Partnership), Certified copy of Identity Document (if tenderer is a One-man concern)</p> <p>J: Tax Clearance Certificate or Tax Compliance Status Pin Issued.</p> <p>K: Certified copy of Identification Document of Directors and/or Members.</p> <p>L: Authority of Signatory</p> <p>M: Certified copy of Certificate of Tenderer's Certified B-BBEE Status Level of Contributor</p> <p>N: Certified copy of Professional Indemnity Insurance</p> <p>O: Certified copy of COIDA Good Standing Certificate</p> <p>P: Joint Venture Agreement (if the tenderer is a joint venture)</p> <p>Q: Latest Municipal account not more than 90 days in arrears or copy of valid Lease Agreement (if renting)</p> <p>R: Record of Addenda</p> <p>S: Proposed Amendments and Qualifications</p> <p>T: Schedule 1: Experience of Tenderer with reference letters for Functionality Criteria</p> <p>U: Schedule 2: Experience of Key Personnel with CV and certified supporting documents</p> <p>V: Schedule 3: Approach Paper (Methodology)</p>
3.1	<i>REPLACE THE CONTENTS OF THE CLAUSE WITH THE FOLLOWING:</i>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

Clause	Addition or Variation to Standard Conditions of Tender															
	<p>“Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.”</p>															
3.4	<p>The time and location for opening of the tender offers are:</p> <p>Directly after the tender close, subject to compliance and adherence to the applicable COVID-19 protocols and regulations.</p>															
3.5	<p>A two-envelope procedure will not be followed.</p>															
3.8.3	<p><i>Add the following new sub item to Item 3.8:</i></p> <p><b>Functionality Criteria</b></p> <p>The functionality criteria are as listed in the table below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Quality criteria</th> <th style="text-align: center;">Evaluation Schedule</th> <th style="text-align: center;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Experience of the tenderer</td> <td style="text-align: center;">Schedule 1</td> <td style="text-align: center;">40</td> </tr> <tr> <td>Experience of key personnel:</td> <td style="text-align: center;">Schedule 2</td> <td style="text-align: center;">40</td> </tr> <tr> <td>Approach paper (Methodology)</td> <td style="text-align: center;">Schedule 3</td> <td style="text-align: center;">20</td> </tr> <tr> <td><b>Maximum possible score for quality (M<sub>s</sub>)</b></td> <td></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>The Tenderer must comply with the minimum requirements in accordance with the Functionality Criteria table above and must obtain at least 70 points under the Points Allocation of the Functionality Criteria to qualify.</p>	Quality criteria	Evaluation Schedule	Maximum number of points	Experience of the tenderer	Schedule 1	40	Experience of key personnel:	Schedule 2	40	Approach paper (Methodology)	Schedule 3	20	<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>
Quality criteria	Evaluation Schedule	Maximum number of points														
Experience of the tenderer	Schedule 1	40														
Experience of key personnel:	Schedule 2	40														
Approach paper (Methodology)	Schedule 3	20														
<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>														
3.11.1	<p>Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2 (Functionality, Price and Preferences).</p> <p>The financial offer will be scored using Formula 2 (Option 1) where W1 is:</p> <ul style="list-style-type: none"> <li>- 80 where the financial value inclusive of VAT of one or more responsive tenders received have a rand value equals or above R 30 000.00 and up to a rand value of R 50 000 000.00.</li> </ul>															
3.11.8	<p>Scoring preference</p> <p>The tenderer is required to submit a B-BBBEE Verification Certificate in accordance with promulgation in Government Gazette 38766 of 6 May 2015 and in accordance with promulgation in Gazette 39703 on 17 February 2016 and the Preferential Procurement Regulations of 2017 as</p>															

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

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Clause	Addition or Variation to Standard Conditions of Tender																																
	<p>promulgated in Government Gazette 40553 on 20 January 2017 (see relevant form in Returnable Schedules). See also <a href="http://www.sanas.co.za">www.sanas.co.za</a> for details of accredited Verification Agencies.</p> <p>Points awarded will be according to the tenderer's B-BBEE status level of contribution and is summarised in the table below.</p>																																
	<table border="1"> <thead> <tr> <th style="text-align: center;">Status Level of contributor</th> <th style="text-align: center;">Preference Points based on scorecard for Financial Value up to R 50 000 000.00</th> <th style="text-align: center;">Preference Points based on scorecard for Financial Value exceeding R 50 000 000.00</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">20</td><td style="text-align: center;">10</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">18</td><td style="text-align: center;">9</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">14</td><td style="text-align: center;">6</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">12</td><td style="text-align: center;">5</td></tr> <tr><td style="text-align: center;">5</td><td style="text-align: center;">8</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">6</td><td style="text-align: center;">6</td><td style="text-align: center;">3</td></tr> <tr><td style="text-align: center;">7</td><td style="text-align: center;">4</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td></tr> <tr><td style="text-align: center;">Non-compliant Contributor</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td></tr> </tbody> </table>	Status Level of contributor	Preference Points based on scorecard for Financial Value up to R 50 000 000.00	Preference Points based on scorecard for Financial Value exceeding R 50 000 000.00	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant Contributor	0	0		
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6	6	3																															
7	4	2																															
8	2	1																															
Non-compliant Contributor	0	0																															
	<p>Eligibility for preference points is subject to the following conditions:</p> <p>(a) A tenderer's scorecard shall be based on the Sector Codes of Practice promulgated in Government Gazette 38766 of 6 May 2015 and in accordance with promulgation in Gazette 39703 on 17 February 2016; and</p> <p>(b) The scorecard shall be submitted as a certificate attached to the relevant page of the Returnable Documents; and</p> <p>(c) The certificate shall have been issued by</p> <p style="margin-left: 40px;">(i) a verification agency accredited by the South African National Accreditation System (SANAS); or</p> <p style="margin-left: 40px;">(ii) a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), in accordance with Government Notice 754 issued by the Department of Trade and Industry on 23 September 2011 under Government Gazette 34612;</p> <p style="margin-left: 40px;">(iii) Affidavit and</p> <p>(d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and</p> <p>(e) Compliance with any other information requested to be attached to the relevant page of the Returnable Documents; and</p> <p>(f) If a tenderer has failed to submit an acceptable Verification Certificate, a period of 24 hours will be granted to re-submit a valid Verification Certificate; and</p> <p>(g) Failure to submit any valid Verification Certificate will result in disqualification as the tender will not meet the pre-qualifying criteria.</p>																																

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**TENDER NO: UB/VW/09/2021- APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>
	In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.
3.12	<i>REPLACE THE CONTENTS OF THE CLAUSE WITH THE FOLLOWING:</i>  "If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide."
3.13.1	A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.18	The successful tenderer shall receive one copy of the signed contract.

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PART T1: TENDERING PROCEDURES**

### **PART T1.3: STANDARD CONDITIONS OF TENDER**

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 136 of 2015 and as published in Government Gazette No 38960 of 10 July 2015 as amended and supplemented by the Tender Data in Part T1.2.

#### **F.1 General**

##### **F.1.1 Actions**

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

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

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

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

##### **F.1.2 Tender Documents**

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

##### **F.1.3 Interpretation**

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

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

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

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

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

---

- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) functionality means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**F.1.4 Communication and employer's agent**

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

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

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

---

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

**F2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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



**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

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

**F.2.13 Submitting a tender offer**

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

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

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

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

---

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

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

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

---

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

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

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

**F.3.9           Arithmetical errors, omissions and discrepancies**

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

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

**F3.9.2 The employer must correct the arithmetical errors in the following manner:**

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

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

**F.3.10    Clarification of a tender offer**

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

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

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

**F.3.11.2 Method 1: Price and Preference**

**In the case of a price and preference:**

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

**F.3.11.3 Method 2: Functionality, Price and Preference**

**In the case of a functionality, price and preference:**

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million F.3.11.4

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 ( all applicable taxes included):

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

*Where*

*P<sub>s</sub> = Points scored for comparative price of tender or offer under consideration;*

*P<sub>t</sub> = Comparative price of tender or offer under consideration; and*

*P<sub>min</sub> = Comparative price of lowest acceptable tender or offer.*

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

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

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.
- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**F.3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

- where: NFO is the number of tender evaluation points awarded for the financial offer.  
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring quality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

- where:  $S_Q$  is the score for quality allocated to the submission under consideration;  
 $M_S$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

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

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**F.3.13 Acceptance of tender offer**

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

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

**F.3.14 Prepare contract documents**

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

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

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**END OF SECTION**



**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 1: TENDER**

### **PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

#### **INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
PART T2.1	LIST OF RETURNABLE DOCUMENTS .....	T2-36
PART T2.2	LIST OF RETURNABLE SCHEDULES .....	T2-72

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORION 1: TENDER**

### **PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

#### **PART T2.1: LIST OF RETURNABLE DOCUMENTS**

**Documents required for tender evaluation purposes.**

The tenderer shall attach to this tender document in the form of a bind document the following documentation in the same order as follows:

- |  |         |
|--|---------|
| A: Invitation to Bid   | MBD 1   |
| B: Declaration of Good Standing Regarding Tax  | MBD 2   |
| C: Declaration of interest   | MDB 4   |
| D: Preference points claim form  | MDB 6.1 |
| E: Declaration of Bidder's Past Supply Chain Management Practices  | MDB 8   |
| F: Certificate of Independent Bid Determination  | MBD 9   |
| G: Compulsory Enterprise Questionnaire   |         |
| H: Central Supplier Database report (Not older than 3 months from closing date of this tender)   |         |
| I: Certified copy of Certificate of Incorporation (if tenderer is a Company), Certified copy of Founding Statement (if tenderer is a Closed Corporation), Certified copy of Partnership Agreement (if tenderer is a Partnership), Certified copy of Identity Document (if tenderer is a One-man concern) |         |
| J: Tax Clearance Certificate or Tax Compliance Status Pin Issued.  |         |
| K: Certified copy of Identification Document of Directors and/or Members.  |         |
| L: Authority of Signatory  |         |
| M: Certified copy of Certificate of Tenderer's Certified B-BBEE Status Level of Contributor  |         |
| N: Certified copy of Professional Indemnity Insurance  |         |
| O: Certified copy of COIDA Good Standing Certificate   |         |
| P: Joint Venture Agreement (if the tenderer is a joint venture)  |         |
| Q: Latest Municipal account not more than 90 days in arrears or copy of valid Lease Agreement (if renting)   |         |
| R: Record of Addenda   |         |
| S: Proposed Amendments and Qualifications  |         |

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**A: INVITATION TO BID (MBD 1)**

**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:	UB/VW/13/2021	CLOSING DATE:	27 July 2022	CLOSING TIME:	12h00
DESCRIPTION	<b>APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS</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>UBUNTU LOCAL MUNICIPALITY</b>					
<b>RECEPTION AREA</b>					
<b>78 CHURH STREET</b>					
<b>VICTORIA WEST</b>					
<b>7070</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>					

# UBUNTU

MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	<b>R</b>
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCIAL SERVICES		
CONTACT PERSON	ALVON BOTHA	CONTACT PERSON	THEODORE PHILLIPS
TELEPHONE NUMBER	053 621 0026	TELEPHONE NUMBER	053 621 0026
E-MAIL ADDRESS	bothaalvon@gmail.com	E-MAIL ADDRESS	tphbphillips@gmail.com

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**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) <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION <input type="checkbox"/> YES <input type="checkbox"/> NO
<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: .....

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**B: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

It is a condition of bid, that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder tax obligations.

1. In order to meet this requirement, bidders are required to complete in full TCC 001 "Application for a Tax Clearance" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate or Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate or Tax Compliance Status Pin will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website, [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFillers through the website, [www.sars.gov.za](http://www.sars.gov.za).

Name of Tenderer: ..... Date: .....

Signature: ..... Full Name of Signatory: .....

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**C: DECLARATION OF INTEREST (MBD 4)**

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity Number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?	YES / NO
3.8.1	If yes, furnish particulars: ..... ..... .....	
<p><sup>1</sup> MSCM Regulations: "in the service of the state" means to be –</p> <p>(a) a member of –</p> <p style="margin-left: 20px;">(i) any municipal council;</p> <p style="margin-left: 20px;">(ii) any provincial legislature; or</p> <p style="margin-left: 20px;">(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p>		

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

<p>(f) an employee of Parliament or a provincial legislature.</p> <p><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 exercise control over the company.</p>		
3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	If yes, furnish particulars: ..... ..... .....	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	If yes, furnish particulars: ..... ..... .....	
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish particulars: ..... ..... .....	
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	If yes, furnish particulars: ..... ..... .....	
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.13.1	If yes, furnish particulars: ..... ..... .....	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO
3.14.1	If yes, furnish particulars: ..... ..... .....	



# UBUNTU

MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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4. Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of the bidder**

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**D: PREFERENCE POINTS CLAIM FORM (MBD 6.1)**

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.**

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**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).
- 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
- 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;

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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- (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:

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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:

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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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.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

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

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- 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]

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**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 certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p style="text-align: center;">.....</p>
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**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

- 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(www.treasury.gov.za) 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 (www.treasury.gov.za) 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:		
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"/>
4.5.1	If so, furnish particulars:		

**UBUNTU**

MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**F: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

- 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). <sup>2</sup> 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. takes all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<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

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

---

**F: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

I, the undersigned, in submitting the accompanying bid:

**TENDER NO: UB/VW/09/2022 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

(Bid Number and Description)

in response to the invitation for the bid made by:

**UBUNTU LOCAL MUNICIPALITY**

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.



**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**G: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

**Indicate the type of entity tendering with X:**

<b>Sole Proprietary</b>	
<b>Close Corporation</b>	
<b>Company</b>	
<b>Joint Venture</b>	

1. Name and Registered Physical address of Tendering Entity:

a) **Name of Tendering Entity:**

.....

b) **Physical Address of Tendering Entity:**

.....

.....

.....

..... **Postal Code:** .....

c) **Postal Address of Tendering Entity:**

.....

.....

.....

..... **Postal Code:** .....

2. **Particulars of sole proprietors, partners in partnership or Close Corporation or members enterprise of JV:**

a) For sole proprietors, partners in partnership or Close Corporation

No	Name and Surname	Identity Number	%Owned	Black or Non-Black
1				
2				
3				
4				

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

b) For Joint Ventures

No	Name of Member of JV	%Owned	Black or Non-Black
1			
2			
3			
4			

**3. Particulars of Tendering Entity (Sole Proprietors or Partners in a Partnership or Close Corporation)**

Company Registration Number: .....

Close Corporation Number: .....

Tax Reference Number: .....

B-BBEE: Status Level: .....

**4. Particulars of Tendering Entity (JV)**

**Member 1:**

Company Registration Number: .....

Close Corporation Number: .....

Tax Reference Number: .....

B-BBEE: Status Level: .....

**Member 2:**

Company Registration Number: .....

Close Corporation Number: .....

Tax Reference Number: .....

B-BBEE: Status Level: .....

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**Member 3:**

Company Registration Number: .....

Close Corporation Number: .....

Tax Reference Number: .....

B-BBEE: Status Level: .....

**Member 4:**

Company Registration Number: .....

Close Corporation Number: .....

Tax Reference Number: .....

B-BBEE: Status Level: .....

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**ATTACH THE FOLLOWING DOCUMENTS**

**For Closed Corporations:**

- CK1 or CK2 as applicable (Founding Statement)
- Certified ID copies of Members of Tendering Entity

**For JV's:**

- JV Agreement
- CK1 or CK2 for Closed Corporations

**For Companies:**

- Audited Shareholders Certificate
- Certified ID Copies for members of the tendering entity
- All shareholders of the tendering entity

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**H: CENTRAL SUPPLIER DATABASE REPORT (NOT OLDER THAN 3 MONTHS FROM CLOSING DATE OF THIS TENDER)**

Attach document to this page

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	



**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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- I: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY),  
CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION),  
CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP),  
CERTIFIED COPY OF IDENTITY DOCUMENT (IF TENDERER IS A ONE-MAN CONCERN)**

Attach document to this page

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**J: TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN ISSUED.**

Attach document to this page

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**K: CERTIFIED COPY OF IDENTIFICATION DOCUMENT OF DIRECTORS AND/OR MEMBERS.**

Attach document to this page

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**L: AUTHORITY OF SIGNATORY.**

Details of person responsible for tender process:

Name:	
Contact Number:	
Office Address:	

Signatories for Tendering Entity shall confirm their authority to do so by attaching **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

**CERTIFICATION**

I, the undersigned (name) .....certify that the information furnished on this 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

FULL NAME OF SIGNATORY: .....

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**M: CERTIFIED COPY OF CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR**

Attach document to this page

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**N: CERTIFIED COPY OF PROFESSIONAL INDEMNITY INSURANCE**

Attach document to this page

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**O: CERTIFIED COPY OF COIDA GOOD STANDING CERTIFICATE**

Attach document to this page

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**P:           JOINT VENTURE AGREEMENT (IF THE TENDERER IS A JOINT VENTURE)**

Attach document to this page

Name of Tender: .....	Date:.....
Signature: .....	Position: .....
Full Name of signatory: .....	



**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**Q: LATEST MUNICIPAL ACCOUNT NOT MORE THAN 90 DAYS IN ARREARS OR COPY OF VALID LEASE AGREEMENT (IF RENTING)**

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 months at the tender closure date and in case of a lease agreement, should not have expired.
- b) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (c).
- c) Conditions for Lease agreement;
  - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
  - ii. The same Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
  - iii. The Lessee's Entity name must appear on the Lease Agreement.
- d) Municipal Information:

Municipality where business is situated: .....

Registered Municipal Account Number: .....

Stand/Erf Number: .....

Name of Street: .....

Name of the Suburb: .....

Name of the City/Town: .....

Postal Code: .....

Name of Tenderer: ..... Date: .....

Signature: ..... Full Name of Signatory: .....

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**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**R: RECORD OF ADDENDA**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed	Date
.....	.....
Name	Position
.....	.....
Tenderer	
.....	

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**S: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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 to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Tenderer*

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 1: TENDER**

### **PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

#### **PART T2.2: RETURNABLE SCHEDULES**

The tenderer must complete the following returnable schedules.

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

**Documents that will become part of the Contract:**

<b>Section</b>	<b>Description</b>	<b>INDEX</b>	<b>Page No</b>
T2.2.1	SCHEDULE 1: EXPERIENCE OF THE TENDERER.....		T2.73
T2.2.2	SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL.....		T2.74
T2.2.3	SCHEDULE 3: APPROACH PAPER.....		T2.77

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**T2.2.1: SCHEDULE 1: EXPERIENCE OF THE TENDERER**

The experience of the tenderer as a company (as opposed to key staff members) in providing professional engineering services in Public sector and Local government space over the last 10 years from the date of tender advert.

The project chosen for referencing should be for work done **only** in the Public sector and Local government space. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert.

Tenderers should briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

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

Employer, contact person and telephone number, where available	Description of project nature and location	Contract value of the project inclusive of VAT (Rand)	Date	
			Start	Completion (Actual)

The scoring of the tenderer's experience will be as follows:

**1. Water & Sanitation:**

1.1 Traceable letter of appointment or reference letter for completed projects in water and sanitation sector. This experience must only relate to instance where the tenderer acted as the **main/principal consultant**. One letter on client's letterhead per project completed in water and sanitation sector. 2 points to be awarded **per letter per project**. **10 POINTS**

1.2 Highest value (Professional fees) of project completed in in the Public or Local Government Space **10 POINTS**

- |                      |   |  |           |
|----------------------|---|--|-----------|
| a) < R1 Million      | = |  | 1 point   |
| b) ≥ R1 M but < R3 M | = |  | 4 points  |
| c) ≥ R3 M but < R5 M | = |  | 7 Points  |
| d) ≥ R 5 M           | = |  | 10 points |

**2. Roads & Stormwater:**

2.1 Traceable letter of appointment or reference letter for completed project in roads and stormwater sector. This experience must only relate to instance where the tenderer acted as the **main/principal consultant**. One letter on client's letterhead per project completed in roads and stormwater sector. 2 points to be awarded **per letter per project**. **10 POINTS**

2.2 Highest value (Professional fees) of project completed in in the Public or Local Government Space **10 POINTS**

- |                      |   |  |           |
|----------------------|---|--|-----------|
| a) < R1 Million      | = |  | 1 point   |
| b) ≥ R1 M but < R3 M | = |  | 4 points  |
| c) ≥ R3 M but < R5 M | = |  | 7 Points  |
| d) ≥ R 5 M           | = |  | 10 points |

**TOTAL** **40 POINTS**

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

Signed	Date
Name	Position
Tenderer	

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**T2.2.2: SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL**

The experience of all the key personnel will be evaluated in relation to their respective academic and professional qualifications and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

For ease of evaluation, the tenderer must cover the following minimum items highlighted below on the CV template.

**(NB: The CV must not be more than 3 pages.)**

---

<b>Proposed Position:</b>	<b>Phone:</b>
<b>Years with the Firm:</b>	<b>Cell:</b>
<b>Mailing Address:</b>	<b>Email:</b>
	<b>ID No.:</b>

**Name:** \_\_\_\_\_

Nationality: \_\_\_\_\_  
Education: \_\_\_\_\_  
Computer Skill: \_\_\_\_\_  
Professional Membership: \_\_\_\_\_ Membership #: \_\_\_\_\_

Experience: IN SOUTH AFRICA  
Duration: \_\_\_\_\_ Organization (belongs to): \_\_\_\_\_  
From (mm/yyyy) \_\_\_\_\_ Project Name: \_\_\_\_\_  
To (mm/yyyy) \_\_\_\_\_ Client: \_\_\_\_\_  
Project Value: \_\_\_\_\_  
Position: \_\_\_\_\_  
Responsibilities/ Work Done: \_\_\_\_\_

IN OTHER COUNTRIES  
Duration: \_\_\_\_\_ Organization (belongs to): \_\_\_\_\_  
From (mm/yyyy) \_\_\_\_\_ Project: \_\_\_\_\_  
To (mm/yyyy) \_\_\_\_\_ Client: \_\_\_\_\_  
Project Value: \_\_\_\_\_  
Position: \_\_\_\_\_  
Responsibilities/ Work Done: \_\_\_\_\_

Consent: I do hereby offer my full consent to work in the project titled as 'appointment of panel of professional service providers that specializes in water and sanitation for the provision of professional engineering services on various municipal infrastructure projects for a period of 3 years' with the Tenderer named as

---

I also confirm that I have not offered and will not offer my consent to any other Tenderer to work for any other project till the expiry of the validity of the proposal or the award of the contract whichever is later. However, if the above-mentioned Tenderer is successful in winning this contract, I shall be available for the full duration of the contract or for the full period of my input to the project whichever will be applicable for me.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**Enclosure:**

1. Certified Certificates of academic qualifications
2. Certified Certificate of Professional registration

*The CV of individuals will be used for evaluation of each of the personnel for this section.*

**The scoring of the personnel will be as below:**

**40 points**

{(Team Leader = 15 locality = 5), {professionals = 15, locality = 5}}

**A. Team Leader – 1**

**[Total 15 points]**

Please note the Team leader can only be used for the one role

**1. Qualifications**

**5 points**

- |   |            |
|---|------------|
| a) Degree (BSc / B Tech in Civil Engineering) | = 3 points |
| b) Honours in Civil Engineering .....         | = 4 points |
| c) Master's in Civil Engineering              | = 5 points |

**2. Professional Registration (ECOSA)**

**5 points**

- |                          |            |
|--------------------------|------------|
| a) Pr Eng / Pr Tech Eng) | = 5 points |
|--------------------------|------------|

**3. Years of relevant work experience (as described in Schedule 1 above) inclusive of Highest value (Project Professional Fees) of a completed Civil Engineering single project as Team / Project Leader**

**5 points**

- |  |            |
|--|------------|
| a) Relevant experience Below 3 years and Below R1 Million                        | = 1 point  |
| b) Relevant experience 3 to below 5 years and R 1 Million to below R 3 Million   | = 3 points |
| c) Relevant experience 5 to below 10 years and R 3 Million to below R 10 Million | = 4 points |
| d) Relevant experience 10 years and above and R 5 Million and above              | = 5 points |

**4. Locality**

**5 points**

- |                            |            |
|----------------------------|------------|
| a) Ubuntu Municipal Area   | = 5 point  |
| b) Pixley Ka Seme District | = 4 point  |
| c) Northern Cape           | = 3 points |
| d) Other                   | = 1 points |

**B. Support Professionals – 4**

**[Total 15 points]**

The support engineers and professionals with the following expertise are required:

- Civil Engineer X 2
- Electrical Engineer
- Mechanical Engineer
- Quantity Surveyor
- Geotechnical Engineer
- Environmental Scientist
- OHS officer

They must professional registered with the appropriate registration body (Engineers/Technologists-ECOSA) and must attach proof of registration

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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The scoring of the experience of support professionals will be as follows:

1. **Each professional will be scored separately. Then the scores will be averaged. One person will be scored per discipline.** **5 points**

- a) Degree (BSc / B Tech in Civil Engineering) = 3 points
- b) Honours in Civil Engineering ..... = 4 points
- c) Master's in Civil Engineering = 5 points

2. **Professional Registration (ECSA)** **5 points**

- a) Pr Eng / Pr Tech Eng) = 5 points

3. Number of years of relevant experience as a specialist inclusive of Highest value (Project Professional Fees) of a completed Civil Engineering single project in the above listed fields as per schedule 1 **5 points**

- e) Relevant experience Below 3 years and Below R1 Million = 1 point
- a) Relevant experience 3 to below 5 years and R 1 Million to below R 3 Million = 3 points
- b) Relevant experience 5 to below 10 years and R 3 Million to below R 10 Million = 4 points
- c) Relevant experience 10 years and above and R 5 Million and above = 5 points

5. **Locality** **5 points**

- a) Ubuntu Municipal Area = 5 point
- b) Pixley Ka Seme District = 4 point
- c) Northern Cape = 3 points
- d) Other = 1 points

Total **40 points**

Note: It should be noted that the tendering entity must ensure that they have in their team the following resources, even though these resources will not be considered for evaluation purposes:

- Construction Project Manager**
- Junior Engineer**
- GIS support**
- CAD operator**
- Office support**

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

Signed

Date

Name

Position

Tenderer



**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**T2.2.3: SCHEDULE 3: APPROACH PAPER**

The approach paper must respond to the scope of work (reference: C3 Scope of work), the nature of the contract, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the controlling programming and management of sub consultants in relation to the works that may be provided over the term of the contract. The approach paper as such needs to:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);

Executive Summary: A brief summary of the whole contents of the approach paper;

Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3. Scope of work', detailing at least the following:

1. Understating of Project Scope
2. Methodology to be adopted; including generic Project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities;
3. Identified project implementation Risks and Risk Management proposal;
4. Quality control mechanism to be adopted for project deliverables;
5. Stakeholder identification, management and reporting mechanism to be followed.

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
<b>Approach Paper</b>		<b><u>20 points</u></b>
Understating of Project Scope	Demonstration of clear understanding of Project objectives (2), scope and deliverables with timeframes (3). Adequacy and appropriateness will be assessed.	5 points
Methodology	Program knowledge, informative appropriateness of proposed approach/implementation (3) and presentation and organogram of team (1 ) including outline approach to be used when working with for sub-consultants (1)	5 points
Project implementation Risks and Risk Management	Adequacy of understanding of project risks (1.5) and appropriateness of proposed mitigation measures (1.5)	3 points
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (2) and processes (2.) to ensure quality control and assurance in all phases of the project.	4 points
Stakeholder management and reporting	Adequate description of how stakeholders will be managed including but not limited to identification of the stakeholders (1.5). Indicate appropriate reporting requirement and summary of content (1.5).	3 points

**20 points**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**T2.2.3: SCHEDULE 3: APPROACH PAPER**

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

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

#### **INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>PART C1.1</b>	<b>FORM OF OFFER AND ACCEPTANCE .....</b>	<b>C1-90</b>
<b>PART C1.2</b>	<b>CONTRACT DATA .....</b>	<b>C1-94</b>

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

#### **PART C1.1: FORM OF OFFER AND ACCEPTANCE**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**PART C1.1: FORM OF OFFER AND ACCEPTANCE**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**TENDER NO: UB/VW/09/2022 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor 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 OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

AMOUNT	AMOUNT IN WORDS
R	Not Applicable

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 Contractor in the Conditions of Contract identified in the Contract Data.

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....  
(Name and address of organisation)

NAME AND SIGNATURE OF WITNESS: ..... DATE: .....

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**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**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 Contractor 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            Tendering Procedures
- Part T2            Returnable documents and schedules
- Part C1            Agreements and Contract Data, (which includes this Agreement)
- Part C2            Pricing Data
- Part C3            Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorised representative(s) of both parties.

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 agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: .....                      DATE: .....

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**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**SCHEDULE OF DEVIATIONS**

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.
  - 4.1 Subject .....
  - Details .....
  - 4.2 Subject .....
  - Details .....
  - 4.3 Subject .....
  - Details .....
  - 4.4 Subject .....
  - Details .....
  - 4.5 Subject .....
  - Details .....
  - 4.6 Subject .....
  - Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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 change 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.

**FOR THE TENDERER:**

SIGNATURES: .....

**Contract C1**  
**Agreements and Contract Data**

C1-70

**C1.1**  
**Form of Offer and Acceptance**

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**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

---

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....

(NAME AND ADDRESS OF ORGANISATION) .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

**FOR THE EMPLOYER:**

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE EMPLOYER: .....

(Name and address of organisation) .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

**END OF SECTION**



**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

#### **PART C1.2: CONTRACT DATA**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

#### **PART C1.2: CONTRACT DATA**

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

**Schedule of Contract Documents**

1. The General Conditions of contract are the **Standard Professional Services Contract (July 2009)(Third Edition of CIDB document 1014)**, published by the Construction Industry Development Board <http://www.cidb.org.za/publications/Pages/Procurement-Documents-templates-and-Guidelines.aspx>. **Government Gazette No 39480**, 4 December 2015: 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, applicable from 1 January 2016. <http://www.ecsa.co.za/RegulationDocs/Guideline Fees 2016.pdf>
2. Standard for Infrastructure Procurement and Delivery Management First Edition October 2015 <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/Annexure0A-OStandard for Infrastructure Procurement and Delivery Management.pdf>
3. This Tender document UB/VW/09/2022

**General Conditions of Contract**

The general conditions of Contract are the standard **Professional Services Contract (July 2009) (third Edition of CIDB document 1014)**, 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 under Standard Documents of the page: <http://www.cidb.org.za/publications/Pages/Procurement-Documents-templates-and-Guidelines.aspx>.

Copies of the General Conditions of Contract are also available for inspection and security at the offices of the Employer.

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 procedure 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 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 Condition to which it mainly applies.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**Contract Specific Data**

In the document the Employer is:

The **UBUNTU LOCAL MUNICIPALITY**.

**Clause 3.4 and Clause 4.3.2:**

And the following:

The authorized and designated representative of the Employer is the **ACCOUNTING OFFICE:**

Name: Mr S S Ngwevu  
Tel: 053 621 0026

The project is the **APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**Clause 3.14**

And the following:

The programme shall be submitted with **14** days after required by the Client.

**Clause 5.3**

Refer to Clause 3.4

**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 R 10 000 000 in respect of each and every claim during the period of insurance.
2. Public Liability Insurance with a limit of indemnity of not less than R 10 000 000 for any single claim, the number of claims to be unlimited during the contract period.
3. This indemnity cover is applicable for tender purposes and the minimum professional indemnity insurance cover in respect of services rendered will be required.
4. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.

The service provider shall ensure that any subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Insurance as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**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 tender.
2. Appointing construction monitoring staff with respect to any construction contract arising out of this **APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS** 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 8.1:**

Add the following:

The time to commence the performance of the Services is within 14 days after required by the client to proceed with the project.

**Clause 8.4.1**

Add the following:

- (f) If, as a result of a budget adjustment process, it becomes necessary to change the funding allocation for the contract.

**Clause 8.7 Duration of Contract**

The duration of the contract shall be 36 months from the date of appointment and will extend until the completion of all projects and instructions that were issued or emanated during this 36-month period.

**Clause 9.1:**

Copyrights of documents prepared for the project shall be vested with the **Employer**.

**Clause 12.1.2:**

Add the following:

Interim settlement of disputes is to be by **Adjudication**. If the parties disagree with any decision of the Adjudicator the matter will be referred to arbitration

**12.2.1**

Add the following:

In the event that the parties fail to agree on Adjudication will be nominated by the President of the South African Institute of Civil Engineers.

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C2: PRICING DATA**

#### **CONTENTS**

		<b>PAGE</b>
C2.1	Pricing Instructions .....	C2-90
C2.2	Bill of Quantities .....	C2-94

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C2: PRICING DATA**

#### **PART C2.1: PRICING INSTRUCTIONS**

##### **GENERAL**

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

#### **2. PAY SCHEDULE**

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

#### **3. ACTIVITY SCHEDULES**

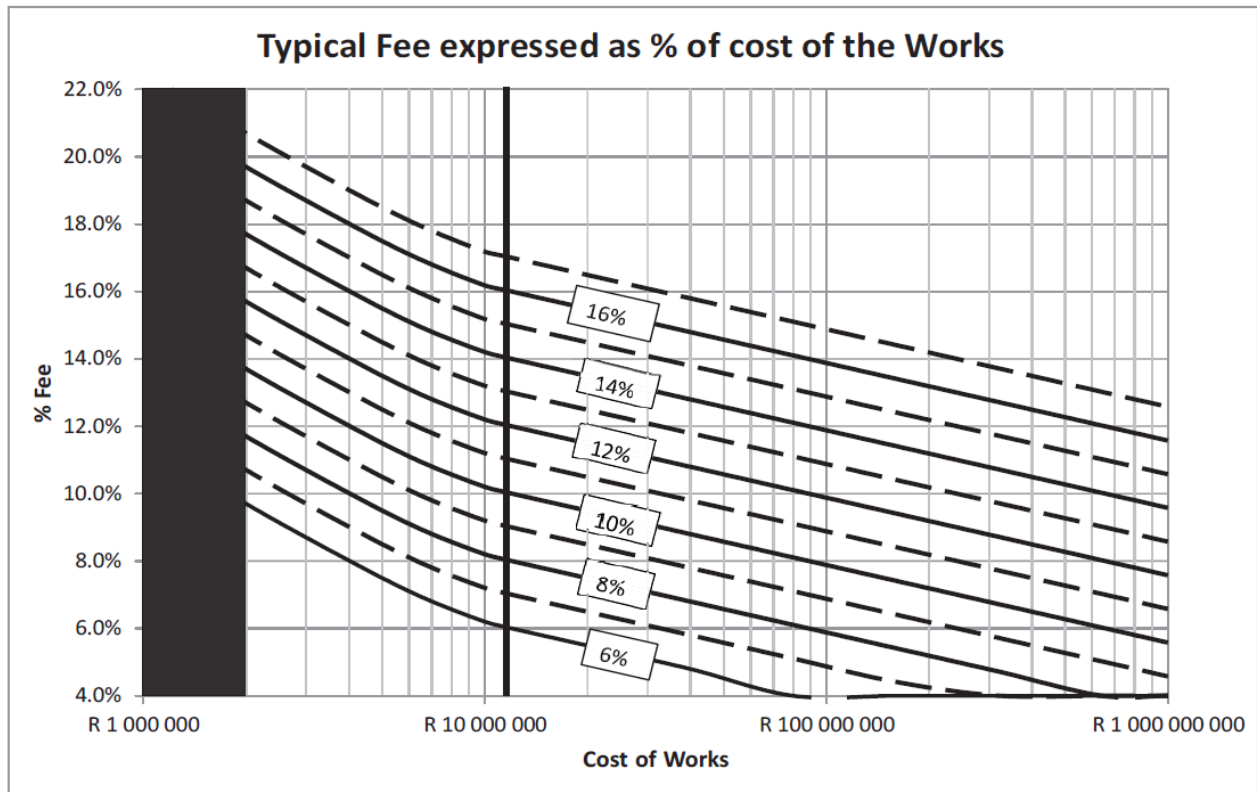
The Project-Cost based fee shall be calculated according to the Government Gazette No 39480, 4 December 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000, (Act No 46 of 2000): Board Notice 138 OF 2015, applicable from 1 January 2016 item 4.3: Project-Cost Based Fees.

Any other work that cannot be involved against fees for normal services will be done on a time and cost basis in accordance with time based free rates as published in BOARD NOTICE 138 OF 2015 in the Government Gazette No 39480, December 2015, clause 4.2.

#### **4. ADJUSTMENT FOR COST OF WORKS.**

As the cost of works decreases or increases the percentage fee should be adjusted up or down, generally in accordance with the guideline provided below in Figure 4-1.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**



**Figure 4-1: Adjustment for Cost of works with value > R11.5m [% Fee = (FeeCat+16.3%) – 0.023Log(Cost of Works)] (Min 4%)**

The Cost of Category of Works will be based on clause 4.3.2 Fee Range for Projects Categories, Table 4-5 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 based on a R 11,5 million cost of works.

The upper and lower limits of Figure 4-1 from 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 must be taken as a guideline.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

**Table 4-5: Guideline Fee for different Project Categories for a R11.5 million works value**

Fee Category	Typical Lower Limit		Typical Upper Limit	
	Based on a R11.5 million works value			
A	6.0%	to	8.0%	
B	7.0%	to	9.0%	
C	8.0%	to	10.0%	
D	9.0%	to	11.0%	
E	10.0%	to	13.0%	
F	12.0%	to	15.0%	
G	13.0%	to	17.0%	
M	2.0%	to	4.0%	
N	Not appropriate to estimate fees based on cost of works			

The Actual Fee can be obtained from the equations:

Projects > R11, 5 million:  $F_a = 2,374 \times \log C_a + F_c$

Where ( $C_a \geq R11.5$  million and  $F_a = \geq 4\%$ )

Projects > R11, 5 million:  $F_a = 5,453 - 5,141 \times C_a + F_c$

Where ( $C_a \geq R11.5$  million and  $C_a \geq R2$  million)

Where:

$C_a$  = Category of Work Cost (11.5m)

$C_a$  = Actual Cost of Work (R m)

$F_c$  = Category Fee (%) per Category of Work

$F_a$  = Actual Fee (average of upper and lower limit in %) per Category of Work

The sum of the Cost of all Categories of works will be the cost of Works done against a construction contract.

In case of an annual contract the Cost the cost of works will be the work done against a contract in one financial year and based on the municipal budget per year which can accumulate every year depending on the budget.

Construction monitoring tariff shall be based on Clause 4.4 item 2(a)(i) (BOARD NOTICE 138 of 2015 in the Government Gazzette No 39480, 4 December 2015)

The Client shall reimburse the Consulting Engineer for printing, copying, compiling and binding of documents incurred by himself in performing his duties as follows:



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**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

Recoverable Expenses (Disbursements undertaken by consultant himself)		Rates (Excluding VAT)
Printing single sided: Paper size A1 sheets	Black & White	R20.00
Printing single sided: Papers size A2 sheets	Black & White	R15.00
Printing/copying single sided: Paper size A3 pages(reports and tender documents or books of drawings)	Black & White	R2.00
	Colour Prints	R13.50
	Colour Paper (B&W)	R3.00
Typing of Original/master per A4		R22.00
CD with bill of Quantities (Each)		R35.00
Printing/copying single sided: Paper size A4 (reports and tender documents)	Black & White	R0.65
	Colour Paper (B&W)	R1.70
	Colour Prints	R8.00
Compiling and binding of documents: A3 Size with multi-colour cover pages	Cover	R18.00
	Ring Bind (38mm)	R20.00
	Staple & Tape	R33.00
Compiling and binding of documents: A4 Size with multi-colour cover pages	Cover	R8.00
	Ring Bind (38mm)	R20.00
	Staple & Tape	R27.00

The Client shall reimburse the Consulting Engineer for travelling expenses incurred by himself and his staff in performing his duties as follows:

- a. Will be reimbursing for actual kilometer travelling and rates per kilometer to be in accordance with AA rates.

## **5. Payment and monthly reporting**

When submitting interim certificate, no payment can be made before the Services Provider is registered as a vendor on the Employer's system

The service provider shall submit payment certificates for all work rendered in the Employer's financial year within that specific year.

The service provider shall submit and update on a monthly basis a cash flow forecast for the remuneration of the full service to be rendered.

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C2: PRICING DATA**

#### **PART C2.2: BILL OF QUANTITIES**

**No price to be offered. Appointed Service Provider will be reimbursed in accordance with 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**

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C3: SCOPE OF WORK**

#### **CONTENTS**

	<b>PAGE</b>
C3.1 DESCRIPTION OF THE WORKS .....	C3-96
C3.2 GENERAL REQUIREMENTS.....	C3-103
C3.3 SAFETY, HEALTH, ENVIRONMENT, QUALITY AND RISK (SHEQ-R).....	C3-104
C3.4 SITE INFORMATION.....	C3-105
C3.5 UBUNTU SPECIAL CONDITIONS.....	C3-106

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C3: SCOPE OF WORK**

#### **PART C3.1: DESCRIPTION OF THE WORKS**

##### **C3.1 DESCRIPTION OF THE SERVICES**

###### **1.1 Employers objectives**

UBUNTU Local Municipality's objective is to put in place a panel for Professional Service Providers (PSP's) from proven experienced, qualified companies to render Human settlement (Water, Sanitation, waste and environmental management) professional services on an as-and-when required basis for a period of 3 years on projects.

The municipality aims to achieve this objective through establishing a panel for Professional Service Providers UBUNTU will accelerate service delivery and also secure the services of pool of qualified professionals to serve the needs and requirements for commonly encountered professional services whenever such services are required.

###### **1.2 Overview of the Works**

Implementation of the Works will predominantly be the provision of professional engineering services to investigate, design, develop, document, assist in procuring a necessary construction, bulk supply upgrading and service connections, monitoring and validation of the project.

The scope of services for Professional Services will be subjected to Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) as published by the Engineering Council of South Africa.

##### **A. PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS**

- (1) Consultation with the client or client's authorized representative.
- (2) Inspection of the site of the project.
- (3) Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on project feasibility and the selection of the most desirable project option.
- (4) Assessments of existing built environment elements with a view to informing the project options, the scope of work and how to refurbish and/or integrate new works with existing works
- (5) Consultation with authorities having rights or powers of sanctions.
- (6) Advice the client on regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the compilation of the report, and arranging for these to be carried out at the client's expense.
- (7) Searching for, obtaining, investigating and collecting available data, drawings and plans relating to the works.
- (8) Investigating financial and economic implications relating to the proposals or feasibility studies.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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Deliverables will typically include:

- Collation of information.
- Reports on technical and financial feasibility and related implications.
- List of consents and approvals.
- Schedule of required surveys, tests, analyses, site and other investigations.

**B. Normal Services**

The stages listed below are the engineering services required to take the project through to successful completion of construction and are included as Normal Services.

**Stage 1: Inception**, relates to:

- (1) Assist in developing a clear project brief.
- (2) Attend project initiation meetings.
- (3) Advise on procurement policy for the project.
- (4) Advise on rights, constraints, consents and approvals.
- (5) Define the scope of services and scope of work required.
- (6) Conclude the terms of the agreement with the client.
- (7) 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.
- (8) Determine the availability of data, drawings and plans relating to the project.
- (9) Advise on criteria that could influence the project life cycle cost significantly.
- (10) Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- Collation of information.
- Reports on technical and financial feasibility and related implications.
- List of consents and approvals.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Agreed scope of services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements

**Stage 2: Concept and Viability**, relates to:

- 1) Establish the concept design criteria.
- (2) Prepare initial concept design and related documentation.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

- (3) Advise the client regarding further surveys, analyses, tests and investigations, which may be required.
- (3) Establish regulatory authorities' requirements and incorporate into the design.
- (4) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- (5) Establish access, utilities, services and connections required for the design.
- (6) Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- (7) Provide cost estimates and life cycle costs as required.
- (8) Liaise, co-operate and provide necessary information to the client.
- (9) Present the preliminary design to the client (technical team) for approval and acceptance.

Deliverables will typically include:

- Concept/Preliminary design.
- Schedule of required surveys, tests and other investigations and related reports.
- Process design.
- Cost estimates as required.

**Stage 3: Design development**, relates to:

- 1) Incorporate client's and authorities detailed requirements into the design.
- 2) Prepare design development drawings including draft technical details and specifications.
- 3) Outline specification and exercise cost control.
- 4) Prepare detailed estimates of design cost.
- 5) Submit the necessary design documentation to local and other authorities for review and approval.

Typical deliverables will include:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of design costs.

The appointed PSP shall develop and provide the detailed final design report as provided herein below.

Type of Submission	QTY	Medium of Submission	Design stage	Composition of Distribution
Hardcopy	2	Print	Design development	X1:Employers representative X1: Site copy
	1		Final stage	Databook File copy. <b>Note:</b> At this stage, the "Updated" design report would have updates that factored in any changes that would have had material change to the design report released during the feasibility stage.
Softcopy(pdf)	1	Compact disc (CD) and Email/Portal	Final stage	Databook File copy and digital footprint copy.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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The appointed PSP shall develop and release a detailed final design report for review/acceptance and final adoption for project implementation that shall include, but not limited to the submission of the design drawings, plan layouts, schematics, etc., per study phase as listed below:

**I. Pre-feasibility Stage:**

The appointed PSP shall ensure that each of the plans forms part of the annexure of the commissioned feasibility study report, and the remaining quantity of plans are printed and provided as stand-alone plans.

**II Design Stage:**

The appointed PSP shall ensure that each of the plans forms part of the annexure of the final design report, and the remaining quantity of plans are printed and provided as stand-alone plans.

**III Final Stage:**

The appointed PSP shall ensure that each of the plans forms part of the annexure of the “**updated**” final design report, and the remaining quantity of plans are printed and provided as stand-alone plans.

The appointed PSP shall develop and update a drawing register throughout the project life-cycle.

Upon successful delivery of a design report study, the appointed PSP will be responsible for the development of tender documentation to enable the appointment of a contractor for the execution of the Works.

**Stage 4: Documentation and Procurement** relates to:

- (1) Prepare specifications and preambles for the works.
- (2) Accommodate services design.
- (3) Check cost estimates and adjust designs and documents if necessary to remain within budget.
- (4) Prepare documentation for contractor procurement.
- (5) Review designs, drawings and schedules for compliance with approved budget.
- (6) Assist in calling for tenders and / or negotiation of prices.
- (7) Assist in the evaluation of tenders.
- (8) Assist with the preparation of contract documentation for signature.
- (9) Assess samples and products for compliance and design intent.

Typical deliverables will include:

- Specifications.
- Services co-ordination.
- Working drawings.
- Budget design cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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Documentation and Procurement stage relates to development and preparation of the Tender documentation and the procurement of a Contractor to implement the project construction scope.

The appointed PSP shall develop and prepare tender documentation for the appointment of a Construction contractor and shall after receiving tenders from the contractors or suppliers evaluate the tenderers submissions.

The appointed PSP shall submit an evaluation report to the Employer/employers representative with the preferred tenderer for review/acceptance to enable the Employer to appoint or reject submissions.

**Stage 5: Contractor Administration and Inspection** relates to:

- (1) Attend site handover.
- (2) Issue Design 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.
- (3) Carry out contract administration procedures in terms of the contract.
- (4) Prepare schedules of predicted cash flow.
- (5) Prepare proactive estimates of proposed variations for client decision making.
- (6) Attend regular site, technical and progress meetings.
- (7) Review the Contractor's quality control programme and advise and agree a quality assurance plan
- (8) Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the construction works .
- (9) Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- (10) Adjudicate and resolve financial claims by contractor(s).
- (11) Assist in the resolution of contractual claims by the contractor.
- (12) Establish and maintain a financial control system.
- (13) Clarify details and descriptions during DESIGN as required.
- (14) Prepare valuations for payment certificates to be issued.
- (15) Witness and review of all tests and mock ups carried out both on and off site.
- (16) Check and approve contractor drawings for design.
- (17) Update and issue drawings register.
- (18) Issue contract instructions as and when required.
- (19) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- (20) Inspect the works and issue practical completion and defects lists.
- (21) Arranging for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals.

**Typical deliverables will include:**

- Schedule of predicted cash flow.
- Design documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final account(s).
- Practical completion and defects list.



**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**Stage 6: Close Out**, relates to:

- (1) Inspect and verify the rectification of defects.
- (2) Receive, comment and approve relevant payment valuations and completion certificates.
- (3) Prepare and / or procure operations and maintenance manuals, guarantees and warranties.
- (4) Prepare and / or procure as-built drawings and documentations.
- (5) Conclude the final accounts where relevant.

Typical deliverables will include:

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance (O&M) manuals, guarantees and warranties.
- As-built drawings and documentation.
- Final accounts.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals.

### **1.3 Extent of the services**

Tenderers to submit a tender to provide all the listed disciplines (Consortiums may be formed)

1. Roads and Stormwater
  - a) Municipal road network and stormwater masterplan
  - b) Design of municipal roads (interlocking paving blocks, asphalt surfacing, concrete surfacing, gravel)
  - c) Upgrade/Rehabilitation of municipal roads
  - d) Design of stormwater management structures
  - e) Construction supervision (roads and stormwater)
  - f) Project Management in relation to roads and stormwater
  
2. Water and Sanitation
  - a. Design of reticulation systems for Bulk water / sewer services
  - b. Design of WWTPs / WTW
  - c. Design of upgrade/maintenance of water/sanitation systems
  - d. Design of weirs and dams
  - e. Construction supervision of WWTPs / WTWs
  - f. Project Management in relation to water and sanitation projects

- UBUNTU Local Municipality will allow PSP's to make use of outsourced specialist consultants where the required expertise is not available within the company; provided that such personnel is qualified and registered at the relevant institutions and rates will be unchanged. MISA reserves the right to approve such specialist outsourced consultants.
- UBUNTU Local Municipality reserves the right to appoint any number of responsive consultants to the panel

# **UBUNTU**

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**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **1.4 Location of the services**

The works shall be located within the UBUNTU Local Municipality region shown in C3.4

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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## **PORTION 2: CONTRACT**

### **PART C3: SCOPE OF WORK**

#### **PART C3.2: GENERAL REQUIREMENTS**

**2.1** The Consultant shall in providing the services observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

**2.2** The Consultant shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) Fit for their intended purpose; and
- b) Capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

**END OF SECTION**

TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS

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## **PORTION 2: CONTRACT**

### **PART C3: SCOPE OF WORK**

#### **PART C3.3: SAFETY, HEALTH, ENVIRONMENT, QUALITY AND RISK (SHEQ-R)**

##### **SPECIFICATIONS**

##### **C3.3.1 Health and Safety Management**

*The appointed PSP shall perform work having due regard to the Occupational Health and Safety regulations (i.e., OHS Act 85 of 1993) and specifications for this scope of work.*

##### **C3.3.2 Quality Management**

*The appointed PSP shall have, maintain and demonstrate the use of its Quality Management system that conform to the International Standard ISO 9001 (or an equivalent acceptable to the Project Manager).*

##### **C3.3.3 Environmental Management**

*The appointed PSP shall perform the works and all construction activities within the Site and Working Areas having due regard for the environment and to the environmental management practices.*

*The appointed PSP shall draw reference for environmental activities from the South African Environmental regulations, as amended.*

##### **C3.3.4 Risk Management**

The appointed PSP shall perform risk assessment of the works and present a detailed risk register that shall indicate all identified risks and their mitigation.

**END OF SECTION**

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

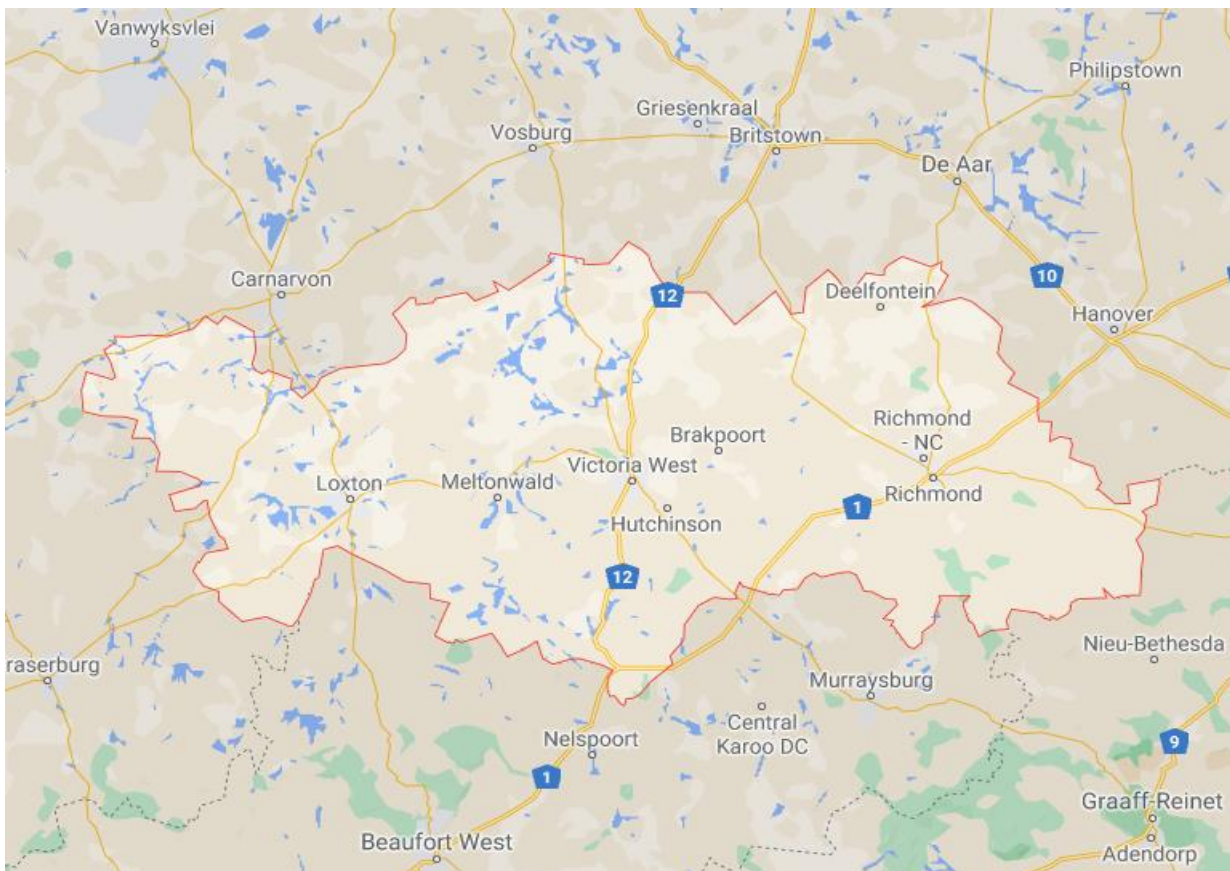
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**PORTION 2: CONTRACT**

**PART C3: SCOPE OF WORK**

**PART C3.4: SITE INFORMATION**

The appointed professional service provider will carry this assignment within the area of jurisdiction of UBUNTU Local Municipality. The locality map is shown as follows.



**END OF SECTION**

**UBUNTU**  
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TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS

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**PORTION 2: CONTRACT**

**PART C3: SCOPE OF WORK**

**PART C3.5: UBUNTU SPECIAL CONDITIONS**

- C5.1 UBUNTU LOCAL MUNICIPALITY TENDER CONDITIONS AND INFORMATION.**
- C5.2 UBUNTU LOCAL MUNICIPALITY SPECIAL CONDITIONS OF CONTRACT.**
- C5.3 UBUNTU LOCAL MUNICIPALITY GENERAL CONDITIONS OF CONTRACT.**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**C 5.1: UBUNTU LOCAL MUNICIPALITY TENDER CONDITIONS AND INFORMATION**

**1. General and special conditions of contract**

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

**2. Acceptance or Rejection of a tender**

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

**3. Validity Period**

Bids shall remain valid for ninety (90) days after the tender closure date.

**4. VAT**

Price(s) quoted must be firm and must be inclusive of VAT.

**5. Registration on central supplier database**

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

**6. Completion of Tender Documents**

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

**7. Compulsory Documentation**

**7.1 Tax Clearance Certificate**

- a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

**7.2 Municipal Rates, Taxes and Charges**

- a) A copy of the bidder's (in the name of the company and/or lease agreement) and / or those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.
- d) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.

**7.3 Authorised Signatory**

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

**8. Statutory supporting documents**

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.
- e) Local content documents to be complete (when applicable)

**9. Conditions**

Comply with conditions as specified in the Bid documents and / or specification documents.

**10. Quotation**

- a) Specifications must be disclosed on the quotation.
- b) Quotation must be original and must be on the company's letterhead.

**11. Site / Information Meetings**

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

**12. Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

**13. Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

**14. Submission of Tender**

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the tender box at **UBUNTU Local Municipality's Main Building, 78 Church street, Victoria West by not later than 12:00 on the date of closing of the tender.**

OR



**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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- be mailed to reach the Tender Box, UBUNTU Local Municipality, 78 Church Street, Victoria West, 7070 before the specified closing date and time.

- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline stated on the advert, irrespective of how they are sent or delivered.

**15. Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

**16. Contact with Municipality after Tender Closure Date**

Bidders shall not contact UBUNTU Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of UBUNTU Local Municipality, it should do so in writing. Any effort by the firm to influence UBUNTU Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**17. Opening, Recording and Publications of Tenders Received**

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Faxed, e-mailed and late tenders will not be accepted.

**18. Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

**19. Procurement Policy**

Bids will be evaluated in terms of the 80 (price) /20 (B-BBEE status) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

**20. Contract**

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

**21. Subcontracting**

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

**22. Language of Service Provider**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**23. Extension of Contract**

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

**24. Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

**25. Past Practices**

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

**26. Validity of BEE certificates:**

- a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**  
SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.
- b) **If certificate was issued by an Auditor/ Accounting Officers:**  
The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.
- c) **If the certificate was issued by registered auditors approved by IRBA**  
Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

**27. Letter of Good Standing from the Commissioner of Compensation**

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

**28. Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

**29. Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr T. Phillips at telephone (053) 621 0026 during office hours.

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**C 5.2: UBUNTU LOCAL MUNICIPALITY SPECIAL CONDITIONS OF CONTRACT**

1. Bids shall remain valid for 90 days after the tender closure date.
2. Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.
3. Ownership Certificate & Change of Name Certificate;
4. In the case of a Trust, Consortium or Joint venture the following will apply:
  - i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
  - ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
  - iii) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
  - iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
    - a) A valid tax clearance certificate or SARS tax pin, individually;
    - b) an agreement that clearly provides clarity of Profit and liability sharing; and
    - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
  - v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

**END OF SECTION**

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

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**C 5.3: UBUNTU LOCAL MUNICIPALITY GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

<b>General Conditions of Contract</b>	
<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs</p>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

	<p>abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non- refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection</b>	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

	<p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>6. Patent rights</b>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="margin-left: 40px;">(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p style="margin-left: 40px;">(b) an cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p>



**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

	<p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>13. Incidental Services</b>	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ol>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

	13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
<b>14. Spare parts</b>	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
<b>16. Payment</b>	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

<b>18. Contract amendments</b>	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
<b>19. Assignment</b>	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>20. Subcontracts</b>	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>22. Penalties</b>	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
<b>23. Termination for default</b>	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ol style="list-style-type: none"> <li>a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</li> <li>b. if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ol> <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods,</p>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

	<p>works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> <li>i. the name and address of the supplier and / or person restricted by the purchaser;</li> <li>ii. the date of commencement of the restriction;</li> <li>iii. the period of restriction; and</li> <li>iv. the reasons for the restriction.</li> </ol> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<p><b>24. Anti-Dumping and countervailing duties and rights</b></p>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti- dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p><b>25. Force Majeure</b></p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

	25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
<b>26. Termination for insolvency</b>	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
<b>27. Settlement of disputes</b>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  b) the purchaser shall pay the provider any monies due the supplier.</p>
<b>28. Limitation of liability</b>	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>

**UBUNTU**  
MUNICIPALITY / MUNICIPALITEIT

**TENDER NO: UB/VW/09/2021 - APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS**

<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIPP)</b>	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
<b>34. Prohibition of restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

**END OF SECTION**