



KOUGA LOCAL MUNICIPALITY

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF THE REPLACEMENT OF THE EXISTING WATER MAIN IN MIMOSA STREET IN KOUGA LOCAL MUNICIPALITY

CONTRACT NO: 79/2020

AUGUST 2020

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
CLOSING DATE		

ISSUED BY:

Kouga Local Municipality

**Physical Address:
33 Da Gama Road
Jeffreys Bay**

**Postal Address:
P O Box 21
Jeffrey Bay
6330**

PREPARED BY:

Directorate: Infrastructure & Engineering

Kouga Local Municipality

**Physical Address:
33 Da Gama Road
Jeffreys Bay**

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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: INFRASTRUCTURE AND ENGINEERING

NOTICE NO: 79/2020

APPOINTMENT OF SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF THE REPLACEMENT OF THE EXISTING WATER MAIN IN MIMOSA STREET IN KOUGA LOCAL MUNICIPALITY

Suitably Qualified, Capable and Experienced Professional Service Providers are hereby invited to submit tenders for the Design and Implementation of the Augmentation of the Replacement of the existing Water Main in Mimosa Street in Kouga.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from 06 August 2020. After downloading the tender document from the website each prospective bidder, **MUST** email their contact details to tenders@kouga.gov.za and copied to jdutoit@kouga.gov.za.

A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on the **21 August 2020 @ 11h00**. A request to attend or join the virtual clarification session **MUST** be sent to tenders@kouga.gov.za and copied to jdutoit@kouga.gov.za before **16h00(end of business), on the 19 August 2020**. **Any RSVP or show of interest, received after 16h00 on the 19 August 2020 will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered. (Detail of this is in the tender document)**

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80/20point scoring system.
- The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold where applicable will be applied.
- A valid SARS Tax Clearance Certificate and the Tax compliance Status pin to be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- In order to claim Preference points a valid originally or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed on the DTI format must be submitted to validate the claim.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 120 days from the closing date.
- Eligibility as detailed in the Conditions of Tender will apply (see F2.1 and F3.8.2 in Section T1.2: Tender Data) will be applicable. A tender offer not satisfying the stated eligibility criteria will be eliminated.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to jdutoit@kouga.gov.za.

Contract No: 79/2020

Appointment of a Suitably Qualified PSP for the Design and Implementation of the Replacement of the Existing Water Main in Mimosa Street in Kouga Local Municipality

August 2020

Completed documents in a sealed envelope endorsed **"APPOINTMENT OF SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF THE REPLACEMENT OF THE EXISTING WATER MAIN IN MIMOSA STREET"**, must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **MONDAY, 07 SEPTEMBER 2020 at 12:00.**

C. DU PLESSIS
MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald – 06 August 2020

Municipal Website/ Municipal Notice Boards in all offices/areas – 06 August 2020

T1.2: TENDER DATA

The Standard Professional Services Contract (latest) contained in the CIDB shall apply to this bid. The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply Specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the Standard Conditions of Tender.

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

Clause	Wording / Data
F.1.1	The Employer is the Kouga Local Municipality.
F.1.2	The Tender Documents issued by the Employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 – Tender notice and invitation to tender T1.2 – Tender Data Part T2: Returnable Documents T2.1 – List of Returnable Documents T2.2 – Returnable Schedules THE CONTRACT Part C1: Agreements and Contract Data C1.1: Form of Offer and Acceptance C1.2: Contract Data Part C2: Pricing Data C2.1: Pricing Instructions C2.2: Pricing Schedule and Quantities Part C3: Scope of Works C3.1: Employers Objective C3.2: Background and Site Location C3.3: Estimated Sewage Flow C3.4: Proposed new infrastructure C3.5: Extent of the Services C3.6: Key Personnel required for assignment C3.7: Duties and Functions of the Key Personnel required for the Assignment C3.8: Consultants Fees C3.9: Estimated Time Frames
F.1.4	Kouga Local Municipality's contact details are as follows: Name: Jacques du Toit Adress: 33 Da Gama Road, Jeffreys Bay

Clause	Wording / Data
	Tel: 042 200 2200 E-mail: jdutoit@kouga.gov.za
F.1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
F.2.1	Add the following: "The tenderer shall provide a Key Personnel as listed below in the Contract Data. The Key Person shall be: • A <u>PROJECT MANAGER / PROJECT ENGINEER or TECHNOLOGIST</u> who is registered as a Professional Engineer / Technologist with the Engineering Council of South Africa (ECSA), who has at least ten (10) years verifiable post registration experience in the field of Water related projects. • An <u>OCCUPATIONAL HEALTH AND SAFETY AGENT (OH&S AGENT)</u> who is registered with SACPCMP with at least five (5) years experience. The above personnel are to be in the permanent employ of the tenderer or if not, appropriate Sub Consultant agreements (agreement signed between the parties for specialised services to be rendered for the contract) must be submitted with the tender; and be available to execute the required duties and responsibilities on this project, should the tenderer's offer be accepted. Tenderers shall provide proof of the Key Persons' <u>experience</u> in a <u>detailed and project specific</u> Curriculum Vitae (refer Schedule 3B: List of Key Personnel) of the Returnable Schedules.
F.2.7	A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on the 21 August 2020 @ 11h00 . A request to attend or join the virtual clarification session MUST be sent to tenders@kouga.gov.za and copied to jdutoit@kouga.gov.za before 16h00(end of business), on the 19 August 2020 . Any RSVP or show of interest, received after 16h00 on the 19 August 2020 will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered.
F.2.12	No alternative offers will be considered.
F.2.13.1	Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works The amount reflected on the Form of Offer takes precedence over any other Total Amount indicated elsewhere in the bidder's tender submission. If the Form of Offer does not state a value or figure, the bidder will be regarded as having made no offer.

Clause	Wording / Data
	The Tender Document is not to be disassembled. Any additional Returnables, CV's etc. are to be submitted in a separate ring-bound document properly indexed for ease of cross-referencing to the original tender document. The original tender offer shall be submitted without any copies.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5	The Employer's address for delivery of tender offers and identification details is as per the Bid Advert and Invitation to Bid (T1.1).
F.2.13 / F.3.5	A two-envelope procedure <u>will not</u> be followed.
F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1. Bid closing: it is the responsibility of the bidders to ensure that bid documents/proposals are submitted on or before closing time and at the correct location. Bidders who use courier services are responsible to ensure delivery is at the correct place/location and time as the department will not be held responsible for wrong delivery.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.16	The tender offer validity period is as per Bid Advert and Invitation to Bid (T1.1).
F.2.19	Access shall be provided for the following inspections, tests and analysis: Borrow pit testing and any verification of geotechnical data.
F 3.4.1 F.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Bid Advert and Invitation to Bid (T1.1).
F.3.8.2	Amend the contents of Clause F.3.8.2 to read as follows: "A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviations 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, (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified, (d) indicate that the tenderer or tender does not comply with all the legal and statutory requirements, or

Clause	Wording / Data								
	(e) result in the tenderer not meeting the minimum points for functionality. In addition to the above and in compliance with the requirements of Clause F.2.1, should the tenderer fail to offer the specified Key Person or should the Key Person so offered fail to comply with the minimum requirements regarding experience and qualifications, the tender shall be eliminated. MINIMUM CRITERIA Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet the minimum criteria as listed below. The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, such as proof of qualifications and registration, it will be considered that the minimum criteria has not been met and the tender will be considered non-responsive. A non-responsive tender offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The minimum criteria are as follows: <table border="1"> <thead> <tr> <th>DESCRIPTION</th><th>MINIMUM CRITERIA</th></tr> </thead> <tbody> <tr> <td>Previous Experience of Company</td><td>More than 5 water projects successfully completed in the last 10 years.</td></tr> <tr> <td>Qualifications of Project Manager</td><td>Pr Eng or Pr Tech, 10 or more years relevant post-registration experience in the field of water related projects.</td></tr> <tr> <td>OHS Agent</td><td>Registered with SACPCMP with at least five (5) years experience.</td></tr> </tbody> </table>	DESCRIPTION	MINIMUM CRITERIA	Previous Experience of Company	More than 5 water projects successfully completed in the last 10 years.	Qualifications of Project Manager	Pr Eng or Pr Tech, 10 or more years relevant post-registration experience in the field of water related projects.	OHS Agent	Registered with SACPCMP with at least five (5) years experience.
DESCRIPTION	MINIMUM CRITERIA								
Previous Experience of Company	More than 5 water projects successfully completed in the last 10 years.								
Qualifications of Project Manager	Pr Eng or Pr Tech, 10 or more years relevant post-registration experience in the field of water related projects.								
OHS Agent	Registered with SACPCMP with at least five (5) years experience.								
F.3.9.1	Add a new bullet : "In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested – (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender."								
F.3.13.1	Tender offers will only be acceptable if: a) the tenderer has completed and signed Form 1B (Certificate of Authority for Signatory) if applicable; b) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory); c) all relevant certified information is submitted with the Tender; d) all other Tender Conditions are complied with.								

Clause	Wording / Data
	Add the following: Note that the successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner within 21 days of receipt of Letter of Award.
	<u>Bid Closing</u>: it is the responsibility of the bidder(s) to ensure that the bid document/proposals are submitted before or on closing time and the correct location as the department will not take responsibility for any wrong delivery. Bidders who use courier services are responsible to ensure delivery is at the correct place /location and time.
	The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in the bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.
F.3.17	The number of copies of the signed contract to be provided by the employer is one.

TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	11
T2.2	Returnable Documents	12

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting (Not Applicable)
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises
- 1G Preference Points claim form in terms of the Preferential Procurement Regulations 2017 - Compulsory
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1J Company Information Required for Tenders greater than R 5 million
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1M Proof of Registration with the Supplier Database
- 1N Quality Assurance Certification
- 1O Proof of Professional Indemnity Insurance
- 1P Proof of Registration with Professional Bodies

2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard
- 2D Form MBD 6.2 Declaration certificate for local production and content for designated sectors

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3A Record of Addenda to Tender Documents
- 3B List of Key Personnel
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Schedule of Proposed Subcontractors
- 3E Proposed Work Programme (Not Applicable)

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Disclosure Statement
- C2.2 Bill of Quantities

T2.2: RETURNABLE DOCUMENTS

1A: STATUS OF CONCERN SUBMITTING TENDER**1. General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative

2. Information to be provided (Attached to the tender)

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company. Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership

If the Tendering Entity is a:		Documentation to be submitted with the tender
		Copy of the Partnership agreement
6	Co-operative	CIPRO CR 2 – Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO:

1B: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture / Consortium	D Sole Proprietor	E Close Corporation

A Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., * Mr / Ms acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

NAME	CAPACITY	SIGNATURE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
 hereby authorize * Mr / Ms, acting in the
 capacity of, and
 who will sign as follows: be, and is hereby
 authorized to sign the tender and all documents and correspondences in connection with this tender as well
 as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby authorise
 * Mr / Ms, acting in the
 capacity of lead partner, and who will sign as follows: be, and
 is hereby authorized to sign the tender and all documents and correspondences in connection with this tender
 as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of
 all partners to the * Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:

* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

D Certificate for Sole Proprietor

I,, hereby confirm that I am
the sole owner of the business trading as

As witnesses:

1. Signature:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
.....,

hereby authorize * Mr / Mrs, acting
in the capacity of, to sign all
documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of

.....
..... (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on

..... (date), starting at (time).

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

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

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name Signature

Capacity Date & Time

1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

YES / NO (INDICATE)

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

YES / NO (INDICATE)

If so, state particulars:

.....

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

Signed

Date

Name

Position

Tenderer

1E: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

SECTION 1: NAME OF ENTERPRISE:

SECTION 2: VAT REGISTRATION NUMBER, IF ANY

SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:

SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity Number*	Personal Income Tax Number*

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

SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number

Close corporation number

Tax reference number

SECTION 6: RECORD OF SERVICE OF THE STATE

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

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

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

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

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

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

Signed

Date

Name

Position

Enterprise name

1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied) The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)	Yes	No
	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

ITEM	QUESTION	RESPONSE	
	If so, furnish particulars:		
	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4	If so, furnish particulars:		
	Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?	Yes	No
4.5	If so, furnish particulars:		

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

Signed

Date

Name

Position

Tenderer

1G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017- COMPULSORY

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state

for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

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:

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:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:****8.8** Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

.....

ADDRESS

.....

.....

1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE

(Organs of State include any Local, Provincial or National Government Authority)

The following is a statement of water related projects successfully executed by myself/ourselves:

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

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

Signed

Date

Name

Position

Tenderer

11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE***(Organs of State include any Local, Provincial or National Government Authority)***

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

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

Signed

Date

Name

Position

Tenderer

1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

6. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If so, state particulars:

.....

7. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES / NO

If so, state particulars:

.....

8. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES / NO

If so, state particulars:

.....

.....

.....

9. Is any portion of the goods or services expected to be sourced out from outside the Republic?

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....

.....

.....

.....

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

Signed

Date

Name

Position

Tenderer

1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which

this bid invitation relates.

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

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed

Date

Name

Position

Tenderer

1L: PROPOSED AMENDMENTS

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 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

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

Signed

Date

Name

Position

Tenderer

1M : PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)
--

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

1N : PROOF OF QUALITY ASSURANCE CERTIFICATION
--

Tenderers to submit proof of Quality Assurance Systems employed in his office in order to ensure compliance
ISO 9001: 2000 Certification to this page.

10 : PROOF OF PROFESSIONAL INDEMNITY INSURANCE

Tenderers to submit proof of Professional Indemnity Insurance to this page.

1P : PROOF OF REGISTRATION WITH PROFESSIONAL BODIES
--

Tenderers to submit proof of Registration with Professional Bodies, including CESA, SAICE or similar.

.

2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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 Service (SARS) to meet the bidder's tax obligations.

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" 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 must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate 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
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE
--

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality
33 Da Gama Road
Jeffreys Bay.

Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.

2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

2D: FORM MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid applies.**

<u>Description of services, works or goods (to be indicated by the Contractor)</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

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

Signed

Date

Name

Position

Tenderer

3B: LIST OF KEY PERSONNEL

The tenderer shall insert the Name, Qualification and Years of Experience of Key Personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NAME	QUALIFICATION	YEARS EXPERIENCE POST REGISTRATION
Project Manager / Project Engineer or Technologist**			
OHS Agent			

** Refer to Tender Data Clause F.2.1 for mandatory minimum requirements of Key Personnel.

The CV of all the above personnel must be attached, in which they highlight their previous experience. Certified copies of Qualifications and Registrations as stipulated as minimum requirements for Key Personnel must be submitted, or else the tender will be considered incomplete. Proof of adherence to the minimum requirements as per Clause F.2.1 of the Tender Data must be clearly indicated and substantiated with proof. The Company Profile of the tenderer must also be submitted.

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

Signed

Date

Name

Position

Tenderer

3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of Regulation 4(3) of the Construction Regulations (2014), hereinafter referred to as the Regulations, promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire / procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

Yes	☐
No	☐

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	☐
Own resources, still to be hired and/or trained (until competency is achieved)	☐
Specialist subcontract resources (competent) - Specify:	☐

3. **Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):**

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)	
Yes	
No	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:
(Name in Print):

2. ID NO:
(Name in Print):

3D: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

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

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor

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

Signed

Date

Name

Position

Tenderer

3E: PROPOSED WORK PROGRAMME

The Tenderer to submit a proposed Work Programme and attach to this page. A construction period of 8 months must be assumed.

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

Signed

Date

Name

Position

Tenderer

NOT APPLICABLE

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	59
C1.2	Contract Data	65
C1.3	Disclosure Statement	69

C1.1: FORM OF OFFER AND ACCEPTANCE**(Agreement)****1. OFFER**

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

**THE APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE DESIGN &
IMPLEMENTATION OF THE REPLACEMENT OF THE EXISTING MAIN IN MIMOSA STREET IN KOUGA LOCAL
MUNICIPALITY**

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:

.....

..... Rand (in words); R (in figures)

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

For the **Tenderer**:

.....
 Signature

.....
 Name

.....
 Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

2. 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 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 the above listed Parts.

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 Deviation (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 this Agreement comes into effect. Failure to fulfil any of the 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 (5) 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.

For the **Employer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

3. 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.

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

7. 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 and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

.....

Signature

.....

Name

.....

Capacity

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

For the Employer:

.....

.....

.....

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

.....

.....

.....

4. CONFIRMATION OR RECEIPT

The Tenderer, (now Professional Service Provider), identified on the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (month)

20 (year)

at (place)

For the **Professional Service Provider**:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

The CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014) is applicable to this Contract and are obtainable from www.cidb.co.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014), are applicable to this Contract:

Clause	Description / Wording
3.4 and 4.3.2	The Employer is the Kouga Local Municipality. The authorised and designated representative of the Employer is: Name: Mr Jacques du Toit. The address for receipt of communications is: Telephone: 042 200 2200 Faxsimile: 086 529 7827 E-mail: jdutoit@kouga.gov.za Street Address: 33 Dama Road Jeffreys Bay. Postal Address: PO Box 21, Jeffreys Bay, 6330.
1	The Project is for the appointment of a Suitably Qualified Professional Service Providers (PSP) for the design and implementation of new water main in Mimosa Street, from Noorsekloof Road to Poplar Street.
1	The Period of Performance is six months for Stage 1 to Stage 4. The construction period is estimated at 8 months.
3.5	The Site Location is indicated in Par C3.2 of the Scope of Works.
3.6	The Service Provider may not release public or media statements or publish material related to the services or Project under any circumstances.
3.12	The penalty payable is R2,000.00 per Day Subject to a maximum amount of R50,000.00.
3.15.1	The programme shall be submitted within 14 Days of the award of Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 6 weeks.
3.16	Time based fees shall not be adjusted for inflation.
4.3.1(d)	The Service Provider may be required to assist in the obtaining of approvals, licences and permits from the state, regional or municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide professional indemnity cover. The Service Provider is required to provide the following insurances: 1. Professional Indemnity Cover is: R5,000,000.00 Period of Cover: Duration of the Contract 2. Public Liability Cover is: Not less than R1,000,000.00 per single event. Period of Cover: Duration of the Contract
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: • Incurring costs that will result in the exceeding of the Form of Offer; • Making deviations from the Contract.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Professional Service Provider is to commence the performance of the Services within seven Days of date that the Contract becomes effective.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 8 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.

11.1	The Service Provider may only subcontract any work which he has the skill and competency to perform if approved so in writing by the Employer.
12.1	Interim settlement disputes is to be by mediation.
12.2	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R5,000,000.00 for each party.
15	The interest rate will be prime interest rate of the Employer's bank account.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Description / Wording																														
1	The Service Provider is Adress:..... Telephone: Faxsimile:																														
5.3	The authorised and designated representative of the Service Provider is: Name:..... The address for receipt of communications is: Telephone: Faxsimile: Adress:																														
1	The Period of Performance as per Clause 1 of the Tender Data.																														
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1"> <thead> <tr> <th>Name</th><th>Specific Duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific Duties																												
Name	Specific Duties																														

C1.3: DISCLOSURE STATEMENT

**PRO FORMA
DISCLOSURE STATEMENT**

Date:

Contract:
(Name)

Professional Service Provider:
(Name)

Employer:
(Name)

Employers Agent:
(Name)

Dear Sirs

I am willing and available to serve as (ad-hoc / standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement in this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employers Agent.
- I do not have any financial connections with the Contractor, Employer or Employers Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full:

Signature:

CONTRACT

PART 2 (OF 4): PRICING DATA

C2.1	Pricing Instructions	71
C2.2	Pricing Schedule and Summary	73

C2.1: PRICING INSTRUCTIONS**C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES**

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 Standardized Specifications”.
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the “Reference Clause” or “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.

C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**

C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	Millimetre	h	=	hour
m	=	Metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000kg)
m ²	=	square metre	No	=	Number
m ² .pass	=	square metre-pass	Sum	=	Lump Sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	PC Sum	=	Prime Cost Sum
ℓ	=	Litre	Prov Sum	=	Provisional Sum
kℓ	=	kilolitre	Lab.month	=	Labourer.Month
MPa	=	Mega Pascal	%	=	per cent (percentage)
Mℓ	=	Mega litre	kW	=	kilowatt

C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

NOTE: CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2: PRICING SCHEDULE AND SUMMARY

C2.2 PRICING SCHEDULE AND SUMMARY
--

NO	STAGE / DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.	<u>NORMAL SERVICES</u>				
1.1	Stage 1: Inception	Sum	1		
1.2	Stage 2: Concept and Viability	Sum	1		
1.3	Stage 3: Design Development	Sum	1		
1.4	Stage 4: Documentation and Procurement	Sum	1		
1.5	Stage 5: Contract Administration and Inspection	Sum	1		
1.6	Stage 6: Close-out	Sum	1		
	Subtotal A				
2	<u>ADDITIONAL SERVICES (Refer C3.5 of Scope of Works)</u>				
2.1	OHS Services:	Sum	1		
2.1.1	OHS Services from Inception to Tender Documentation and Procurement (Pre-construction)	Sum	1		
2.1.2	OHS Services during Construction Stage	Cost/month	8		
2.2	Geotechnical Investigation	PC Sum	1		R70,000.00
2.3	Overhead, charges and profit on Item 2.2	%	R70,000.00		
2.4	Topographical Survey	Sum	1		
2.5	Site Supervision (Level 3) (travel costs priced under Item 3.1.2)	Cost/month	8		
2.6	ECO Services:				
2.6.1	Pre-Construction	Sum	1		
2.6.2	During Construction	Cost/month	8		
2.7	Obtaining of wayleaves and land expropriations	Prov Sum			R60,000.00
2.8	Land Surveyor duties	Prov Sum			R60,000.00
2.9	Additional Environmental Services and Specialist Studies	Prov Sum			R60,000.00
2.10	Water quality sampling and analysis	Prov Sum			R20,000.00
2.11	Social Facilitation	Prov Sum			R50,000.00
	Subtotal B				
3	<u>DISBURSEMENTS</u>				
3.1	Travel:				
3.1.1	Pre-Construction Stage	Sum	1		
3.1.2	Construction Stage	Cost/month	8		
3.2	Accommodation:				
3.2.1	Pre-Construction Stage	Sum	1		
3.2.2	Construction Stage	Cost/month	8		
3.3	Miscellaneous Disbursements:	Prov Sum	1		R20,000.00
	Subtotal C				
TOTAL CARRIED FORWARD					

NO	STAGE / DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
4	<u>HOURLY RATES</u>				
4.1	Project Manager / Project Engineer	Cost/hour	60		
4.2	OHS Agent	Cost/hour	30		
	Subtotal D				
Subtotal E (Subtotal A+B+C+D)					
Add: 15% Value Added Tax on Subtotal E above (F) = (E) X 15%					
TOTAL TENDER AMOUNT (G) = (E) + (F) CARRIED TO FORM OF OFFER & ACCEPTANCE					

Notes:

- Hourly Rates are not subject to Contract Price Adjustment (Clause 3.16 of the Conditions of Contract).
- 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

SCOPE OF WORKS

- C3.1 Employers Objective**
- C3.2 Background and Site Location**
- C3.3 Site Conditions**
- C3.4 Extent of the services required**
- C3.5 Key Personnel required for assignment**
- C3.6 Duties and functions of the Key Personnel Required for Assignment**
- C3.7 Consultants Fees**

C3.1 EMPLOYER'S OBJECTIVES

The existing water main in Mimosa Street is a 250mm dia asbestos pipe. The pipe breakages occur frequently due to water pressure and the age of the infrastructure.

It is the objective of the Kouga Local Municipality to replace the existing 250mm dia asbestos pipe in Mimosa Street, Wavecrest with a 250mm dia uPVC pipe, from Noorsekloof Road to Poplar Street.

C3.2 BACKGROUND AND SITE LOCATION

The town of Jeffreys Bay consists of approximately 40 000 inhabitants and is located within KLM, which in turn is situated within the Sarah Baartman District Municipality of the Province of the Eastern Cape, as indicated in Figure 1 below.

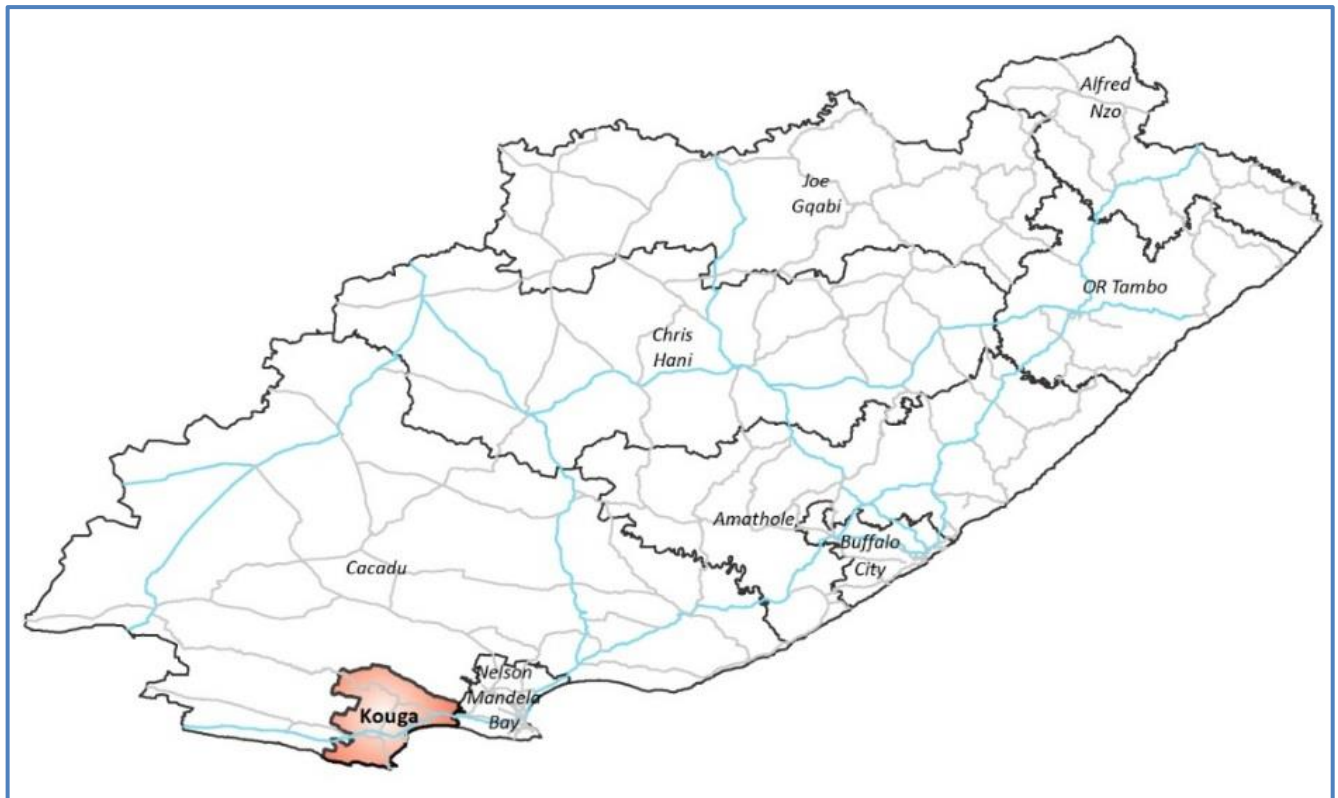


Figure 1: Kouga Locality

The proposed pipeline route will be in Mimosa Street, from Noorsekloof Road to Poplar Street, as indicated in Figure 2 below.



Figure 2: Position of proposed new pipeline in Mimosa Street

C3.3 SITE CONDITIONS

The site is in a built area, with the existing 250mm AC pipeline situated on the sidewalk. This existing 250mm dia pipeline must be replaced with a new 250mm dia uPVC pipe, and all existing water connections must be re-instated into the new water main. Careful consideration must be given to the construction methods to ensure the residents have water.

Refer to Figures 3-6 for images of Mimosa Street.



Figure 3: Mimosa Street



Figure 4: Mimosa Street



Figure 5: Mimosa Street



Figure 6: Mimosa Street

C3.4 EXTENT OF THE SERVICES REQUIRED

The extent of the services required is for the Preliminary Design, Detailed Design, Tender Documentation as well as working drawings and Construction Management of the proposed new 250mm dia water main in Mimosa Street, from Noorsekloof Street to Poplar Street.

The approximate length of the pipeline to be replaced is 1.5km.

Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating fees for persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015.

Additional Services

The provision of all services described in Clauses 3.3.1 to 3.3.8 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating fees for persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015.

Additional Services are includes:

- BoQ Item 2.1: OHS Services
 - OHS Services are applicable to the Pre-construction and Construction Phase. The Construction Phase must be based on a 8-month construction period. OH&S Agent to attend monthly site meetings during construction stage and provide monthly side audit reports.
- BoQ Item 2.2: Geotechnical Services
 - A PC Sum is allowed for Geotechnical Services. All proposed tests to be confirmed and finalized with the Employer prior to execution.
- BoQ Item 2.4: Topographical Survey
 - Undertake a Topographical survey to prepare plan with contours and indicating all natural features like ditches and water bodies, all botanical features like trees, all man made features like buildings, roads, railway lines, overhead electrical lines and pylons, pipelines and all other permanent structures.
 - Topographical Survey to include spot levels at 10m x 10m grids and contour intervals of 0,5m.
 - All levels to be relevant to msl (mean sea level)
 - Placement of 4 bench marks as directed by the Client on site. Bench marks to be co-ordinated.
 - Topographical Survey to be submitted in hard copy A1 and soft copy files in following formats: .dwg, .YXZ, .pdf, .TXT
- BoQ Item 2.5: Level 3 Site Supervision
- BoQ Item 2.6: ECO services during construction stage
 - The Construction Phase must be based on a 8-month construction period. The ECO to attend monthly site meetings during construction stage and provide monthly side audit reports.

The Professional Service Provider will be required to submit Monthly Progress Meetings and attend monthly Progress Meetings at the offices of the Employer for the duration of the project.

Provisional Sums

The following Provisional Sums have been allowed for, to be used at the discretion and approval of the Employer:

- Obtaining of wayleaves and land expropriations;
- Land Surveyor duties;
- Additional Environmental Services and Specialist Studies;
- Water Quality sampling and analysis;
- Social Facilitation;
- Miscellaneous Disbursements.

The implementation of all of the abovementioned tasks are subject to availability of pre-approved funding.

The Employer intends to complete the full Scope of Work making full use of the budget allocation and the Employer intends to employ the Service Provider for the full duration as defined above. However, it should be noted that the Employer's budget is subject to periodic review, and the project is budget dependent. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

A **Level 3** construction monitoring service is required in respect of which Item 2.9 has been allowed in the Pricing Schedule. Service Providers will be required, in terms of the brief, to submit a proposal for providing such services for the Employer's approval, once the project nears the construction stage. Ownership of all designs and drawings produced during the various project stages during this project will become the property of the Kouga Local Municipality. These designs and drawings may be used elsewhere without any further compensation to the service provider.

C3.6 KEY PERSONNEL REQUIRED FOR ASSIGNMENT

The Professional Service Provider (PSP) shall maintain the involvement of the following key personnel:

A **PROJECT MANAGER / PROJECT ENGINEER or TECHNOLOGIST** who is registered as a Professional Engineer / Technologist with the Engineering Council of South Africa (ECSA), who has at least ten (10) years verifiable post registration experience in the field of Water related projects.

An **OCCUPATIONAL HEALTH AND SAFETY AGENT (OH&S Agent)** who is registered with SACPCMP with at least five (5) years experience.

C3.7 DUTIES AND FUNCTIONS OF THE KEY PERSONNEL REQUIRED FOR ASSIGNMENT

The Professional Service Provider (PSP) shall maintain the involvement of the following key personnel:

TEAM MEMBER	ROLE & FUNCTION
PROJECT MANAGER / PROJECT ENGINEER or TECHNOLOGIST	Act as the Agent for the project, Client Liaison, Team Co Ordinator, Act as the engineer in terms of ECSA, civil design, documentation, tender, contract administration.
OCCUPATIONAL HEALTH AND SAFETY AGENT	Will be responsible as the OHS Agent for all work carried out in terms of the tender in terms of the Construction Regulations 2014

C3.8 CONSULTANT FEES

C1.8.1 Fee Structure (Please refer to latest Guidelines for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000))

Fees Based on Cost of Construction Works and Additional Services (where applicable) fees will be based on a percentage cost of the works and calculated using the median when adjusting for cost of works. The following stages are applicable:

- Stage 1: Inception
- Stage 2: Concept and Viability (Preliminary Design)
- Stage 3: Design Development (Detail Design)
- Stage 4: Documentation and Procurement
- Stage 5: Contract Administration and Inspection
- Stage 6: Close out

Engineer's category required: Category **B&C**

The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

Stage of Services	Proportion percentage of fee for each stage
Inception and Work Plan	5%
Concept and Viability incorporating 'green building' principles	25%
Design Development incorporating 'green building' principles	25%
Tender Documentation and Procurement	15%
Contract Administration, Construction Phase - Supervision and Inspections (including Close-Out)	30%

Cumulative Total	100%
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*“Close-Out” has been included under the Contract Administration and Inspection Stage of the Service. The Service Provider will be required, at the time of issue of the Certificate of Completion (to the Contractor) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the contractor’s defects liability period as will be stated in the construction tender.

C3.8.2 Other Fees

Expenses and cost are as defined in the above mentioned regulation, with the following exceptions:

- Travelling cost will be calculated with Port Elizabeth as the base.
- It will be assumed that all tenderers have local offices in Port Elizabeth.
- Payments will not be made for the following:
 - Subsistence allowances
 - Travelling cost and travelling time when travelling to and from outside of Port Elizabeth.

Rates for the following reimbursable expenses shall be as per the Department of Public Works latest rates for reimbursable expenses for consultants (Refer Item 3.3: Miscellaneous Disbursements in the Pricing Schedule):

- Typing and duplication