



**CAPE WINELANDS DISTRICT**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

## TENDER T 2022/068

**APPOINTMENT OF A PROFESSIONAL ARCHITECTURAL SERVICE  
PROVIDER TO INTER ALIA ASSIST THE CAPE WINELANDS DISTRICT  
MUNICIPALITY WITH THE EXECUTION OF CAPITAL PROJECTS FOR THE  
PERIOD ENDING 30 JUNE 2025**

Closing date: 11:00 on Friday, 23 September 2022.

Name of Tenderer			
Postal Address	..... ..... .....		
Telephone number			
E-Mail address			
TOTAL BID PRICE (INCL. VAT) (refer to page 68)	R		
COMPLETION PERIOD:	30 June 2025	<b>B-BBEE LEVEL CLAIMED:</b>	

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services  
Supply Chain Management  
Tel: 086 126 5263  
Fax: 086 688 4173

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## **THE TENDER**

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### **Part T1: Tendering procedures**

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

### **T1.1.1 TENDER NOTICE**

Tenders are hereby invited from suitably qualified professional architectural service providers to inter alia assist the Cape Winelands District Municipality with the execution of capital projects and to be the leading consultant for the period ending 30 June 2025.

Technical enquiries regarding this bid may be directed to Mr Tommy Solomon Tel: 021 888 5143 (E-mail: [thomas@capewinelands.gov.za](mailto:thomas@capewinelands.gov.za)).

**Closing date: 11:00 on Friday, 23 September 2022.**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 240.00 per document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**

## T1.1.2 INVITATION TO BID – MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	<b>T 2022/068</b>	Closing date:	23/09/2022	Closing time:	<b>11h00</b>
Description	<b>APPOINTMENT OF A PROFESSIONAL ARCHITECTURAL SERVICE PROVIDER TO INTER ALIA ASSIST THE CAPE WINELANDS DISTRICT MUNICIPALITY WITH THE EXECUTION OF CAPITAL PROJECTS FOR THE PERIOD UP TO 30 JUNE 2025</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>Are you the accredited representative</b> in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<b>Are you a foreign based supplier</b> for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Mr T.J. Solomon				
Telephone number	021 888 5143				
E-mail address	thomas@capewinelandsgov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelandsgov.za				

**TERMS AND CONDITIONS FOR BIDDING – PART B**

**1. BID SUBMISSION:**

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. Is the entity a resident of the republic of South Africa (RSA)?  Yes  No
- 3.2. Does the entity have a branch in the RSA?  Yes  No
- 3.3. Does the entity have a permanent establishment in the RSA?  Yes  No
- 3.4. Does the entity have any source of income in the RSA?  Yes  No
- 3.5. Is the entity liable in the RSA for any form of taxation?  Yes  No

**If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.**

**NB: failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Date: .....



## T1.2: TENDER DATA

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The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See [www.cidb.org.za](http://www.cidb.org.za) which is reproduced without amendment or alteration for the convenience of tenderers as Annex A to this Tender Data.

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

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

### Clause Wording

#### C.1 General

##### C.1.1 Actions

*Add the following:*

The employer is Cape Winelands District Municipality.

##### C.1.2 Tender Documents

*Add the following:*

The tender documents issued by the employer comprise of those listed in the contents page.

The Tender Document and possible drawings shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the fee stated in the Tender Notice.

The following documents form part of this contract:

**VOLUME 1:** *The General Conditions of Contract are the Standard Professional Services Contract (Third Edition of CIDB document 1014, July 2009), published by the Construction Industry Development Board (CIDB), PO Box 2107, Brooklyn Square, 0075 are applicable to this Contract and are obtainable from [www.cidb.org.za](http://www.cidb.org.za).*

Volumes 1 may be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

#### • National Treasury - Government Procurement: General Conditions of Contract

##### C.1.4 Communication and Employer's Contact

*Add the following:*

The Employer's agent:	T.J. Solomon
Name:	Department Technical Services
Address:	P.O. Box 100, Stellenbosch,7599
Attention:	Mr T.J. Solomon
Tel:	021 888 5143
Fax:	021 882 9931
e-mail:	<a href="mailto:thomas@capewinelands.gov.za">thomas@capewinelands.gov.za</a>

**C.1.6.2 Competitive negotiation procedure***Add the following:*A competitive negotiation procedure will **not** be followed.**C.1.6.3 Proposal procedure using two-stage system***Add the following:*A two-stage system will **not** be followed.**C.2 Tenderer's obligations****C.2.1 Eligibility***Add the following:*

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

**C.2.7 Clarification meeting***Add the following:*

No clarification meeting will take place.

**C.2.9 Insurance***Add the following:*

The employer will not provide any insurance for goods prior to the transfer of ownership.

**C.2.12 Alternative tender offers***Replace with:***C.2.12.1** No alternative tender offers will be accepted.**C.2.13 Submitting a Tender Offer***Add the following:*

Tenderers shall not tamper with the Tender Documents which must be submitted as issued. Tender Documents found to have been unbound may be deemed unacceptable.

Each Tenderer is required to submit under sealed cover the complete set of Tender Documents with all the required information and complete in all respects. The envelope shall be addressed to the CAPE WINELANDS DISTRICT MUNICIPALITY and endorsed as described in the Tender Notice and placed in the tender box of the CAPE WINELANDS DISTRICT MUNICIPALITY before closing date and time of tender.

Any tender which is delivered to an address other than the one stipulated in the Tender Notice will not be accepted. Uncompleted tenders must be clearly marked with the contract number, as well as "Uncompleted Tender".

**C.2.13.3** Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

**C.2.13.5** Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

**C.2.13.7** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**, 7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **T 2021/068**

Title of Tender: **APPOINTMENT OF A PROFESSIONAL ARCHITECTURAL SERVICE PROVIDER TO INTER ALIA ASSIST THE CAPE WINELANDS DISTRICT MUNICIPALITY WITH THE EXECUTION OF CAPITAL PROJECTS FOR THE PERIOD ENDING 30 JUNE 2025.**

**C.2.13** A two-envelope procedure will not be followed.

**C.2.15 Closing time**

*Add the following to clause C.2.15.1*

**C.2.15.1**

The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender.

Telegraphic, telephonic, telex, facsimile or e-mailed tenders offers will not be accepted.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box:	29 Du Toit Street, <b>STELLENBOSCH</b> , 7600
Physical address:	29 Du Toit Street, <b>STELLENBOSCH</b> , 7600
Identification details:	<b>T 2022/068</b>
Title of Tender:	<b>APPOINTMENT OF A PROFESSIONAL ARCHITECTURAL SERVICE PROVIDER TO INTER ALIA ASSIST THE CAPE WINELANDS DISTRICT MUNICIPALITY WITH THE EXECUTION OF CAPITAL PROJECTS FOR THE PERIOD ENDING 30 JUNE 2025</b>

**C.2.16 Tender offer validity**

*Add the following to clause C.2.16.1:*

**C.2.16.1**

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of ninety (90) days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

**C.2.23 Certificates**

*Add the following:*

The tenderer is required to submit the certificates listed in the Returnable Documents.

**C.3.4 Opening of tender submissions**

*Add the following:*

The time and location for opening the tender offers are in accordance with C.2.15.1.

**C.3.5 Two-envelope system**

*Add the following:*

**C.3.5.1**

The two-envelope system will not be followed for this contract.

**C.3.5.2**

The bidder must complete Schedule 6 - Schedule of work successfully completed by the tenderer, as part of the Returnable Schedules in order to obtain relevant points for functionality. The bidder must complete Schedule 7 - Schedule of work successfully completed by Project Leader and Entity, as part of the Returnable Schedules in order to obtain relevant points for functionality.

**Expertise and Experience of the project leader (maximum 70 points)**

The project leader must preferably be in full time permanent employment of the tenderer and available for the envisaged appointment:

**Project Leader** – A maximum of 70 Points can be awarded according to the person's registration with relevant professional bodies as well as experience in related projects. (List of similar projects must accompany this person's CV to form part of the functionality component of the tender).

**Experience of service provider (maximum 20 points)**

A maximum of 20 points for demonstrated experience of the company will be scored based on the information supplied by the bidder as part of the functionality component of the tender. This part of the tender should consist of the Company Profile indicating the company's experience on

related projects with specific reference to the maintenance of existing and construction of new buildings.

Schedule 6&7, - T.2.2.5 & T2.2.6&7 - Returnable Schedules also needs to be completed.

Bid offers that fail to score the minimum number of 60 evaluation points for functionality will be rejected.

The description of the functionality of (quality) criteria and the maximum number of evaluation points allocated to each is shown in the table below. The score for functionality (quality) will be the sum of the scores for the individual criteria:

Description	Reference	Scoring				Max Score
<b>Company's Previous Experience</b>	(Schedule 6&7, - T.2.2.5 & T2.2.6&7) Returnable Schedules	<b>Excellent (20)</b> Experience in 10 or more related projects.	<b>Good (15)</b> Experience between 5 and 10 related projects	<b>Average (10)</b> Experience between 3 and 5 related projects	<b>Poor (5)</b> Experience in less than 2 related projects	20
<b>Project leader: Registration Category</b>	(Schedule 6&7, - T.2.2.5 & T2.2.6&7) Returnable Schedules	<b>Excellent (40)</b> Professional Architect	<b>Good (20)</b> Professional Senior Architectural Technologist	<b>Average (10)</b> Professional Architectural Technologist	<b>Poor (5)</b> Professional Architectural Draughtsperson	40
<b>Project leader: Experience</b>	(Schedule 6&7, - T.2.2.5 & T2.2.6&7) Returnable Schedules	<b>Excellent (30)</b> Experience in 10 or more related projects.	<b>Good (20)</b> Experience between 5 and 10 related projects	<b>Average (10)</b> Experience between 3 and 5 related projects	<b>Poor (5)</b> Experience less than 2 related projects	30
<b>Total</b>						90

The tenderer must have successfully completed the similar projects in order to obtain points for functionality. (*Proof must be provided*)

**A similar project** refers to work that included but were not limited only to the measuring, compilation of design / architectural drawings, Bill of Quantities and site supervision with associated administration documentation for projects. **Relevant reference letters on company letter heads must be submitted in order to score relevant points for functionality. No points will be scored if reference letters are not provided. References will be verified during evaluation.**

A minimum score of **60** needs to be obtained for functionality in order to be further evaluated on Price and Preference.

### **C.3.11 Evaluation of tender offers**

*Add the following*

**C.3.11.2** The method for the evaluation of tender offers is Method 1: Price and Preference.

**C.3.11.7** The financial offer will be scored using Formula 2 where W1 is;

80 where the financial value inclusive of VAT of all responsive tenders received do not exceed R50,000,000.00. Up to 100 minus W1 tender evaluation points will be awarded to tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

### **C.3.13 Acceptance of tender offer**

*Add the following to C.3.13:*

#### **C.3.13.1**

Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted the unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Tender offers will be rejected if they show any conditional or incomplete offers and irregularities of any kind in the tender.

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

#### **C.3.13.2 Disputes, objections, complaints and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

**C.3.13.3 Appeals**

- a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Reasons and/or grounds for the appeal
  - ii) The way in which the appellants rights have been affected
  - iii) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

**C.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)**

Clauses C.3.13.2 and C.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599
- b) All requests in terms of PAJA and PAIA must be submitted in writing to Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

**C.3.17 Add the following to Clause F.3.17**

The number of paper copies of the signed contract to be provided by the Employer is **one (1)**

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

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

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

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.*

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or tenderer can exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) fraudulent practice means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in

the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified, and fine-tuned to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning, or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying

requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

## **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

## **C.2.3 Check documents**

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

## **C.2.4 Confidentiality and copyright of documents**

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

## **C.2.5 Reference documents**

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

## **C.2.6 Acknowledge addenda**

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

## **C.2.7 Clarification meeting**

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

## **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

## **C.2.9 Insurance**

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

### **C.2.10 Pricing the tender offer**

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

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

### **C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the

signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**C.2.15 Closing time**

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

**C.2.20 Submit securities, bonds, and policies**

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

**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

- a) an individual firm, or a joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

#### **C.3.3 Return late tender offers**

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

#### **C.3.4 Opening of tender submissions**

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

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

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

#### **C.3.5 Two-envelope system**

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

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

**C.3.6 Nondisclosure**

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

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

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

**C.3.8 Test for responsiveness**

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

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

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

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

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

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

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate.

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

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

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

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods, and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business

	with the employer, lack of capability or capacity, legal impediments, and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether tender offers are complete
- c) Determine whether tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

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

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract.
- c) has the legal capacity to enter the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:  
Standard conditions of Tender - T1.3.12

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

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

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

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

**C.3.16 Registration of the award**

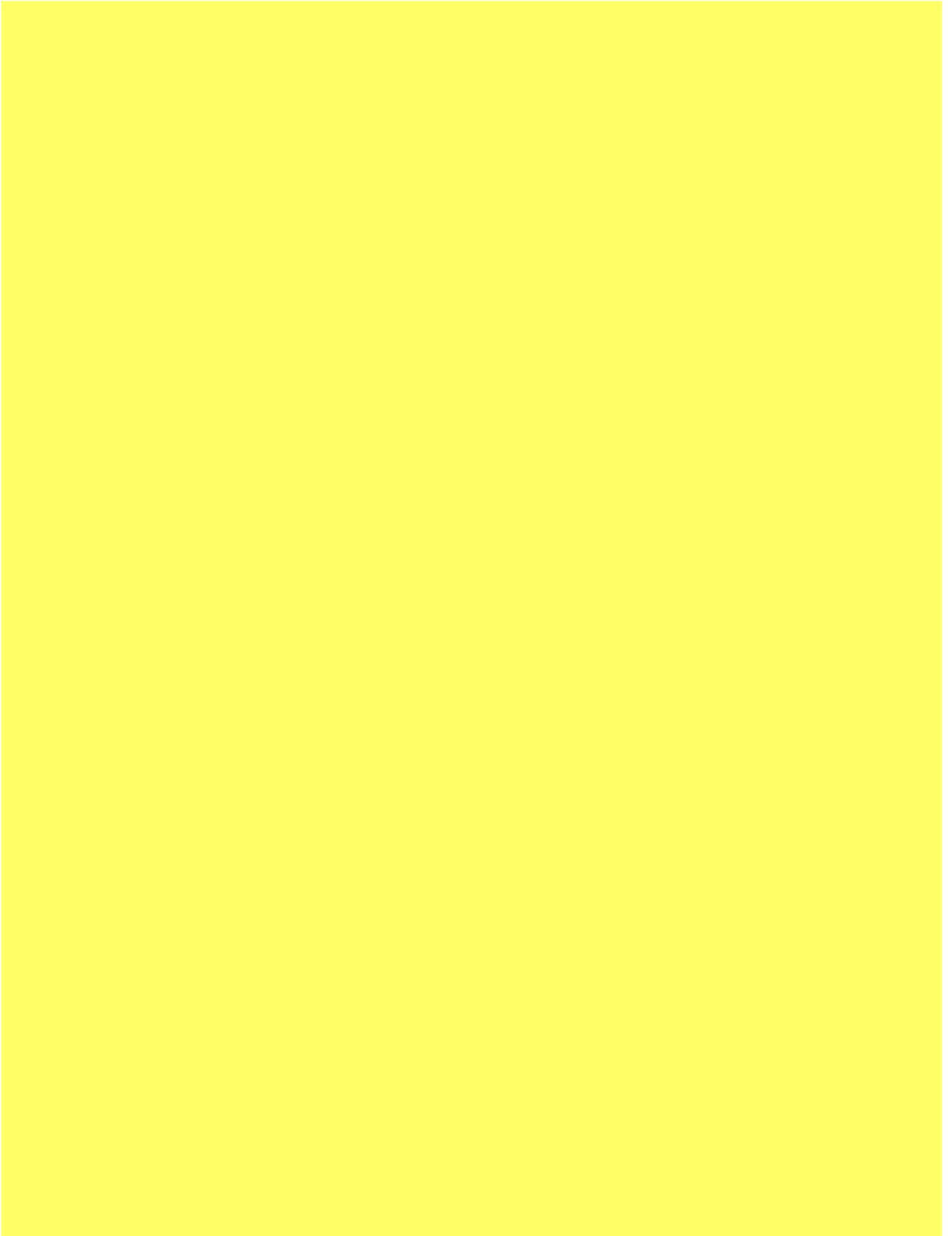
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

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

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

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

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



## **PART T2: RETURNABLE DOCUMENTS**

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**T.2.1** List of Returnable Documents

**T.2.2** Returnable Schedules

## **PART T 2.1: LIST OF RETURNABLE DOCUMENTS**

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The following documents 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 return **all information requested**.

**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES** (included hereafter for completion)

***OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES*** (*appendix to schedule in document*)

**RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT** (to be attached with submission)

**OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT** (included hereafter for completion)

## PART T2.1 List of Returnable Documents

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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for 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 return all information requested. The tenderer must complete the Returnable Documents in **black ink**:

	<b>Pages</b>
1: COMPULSORY ENTERPRISE QUESTIONNAIRE.....	17-18
2: AUTHORITY OF SIGNATORY.....	19
3. CERTIFICATE OF JOINT VENTURE.....	19
4. CERTIFICATE OF SOLE PROPRIETOR.....	20
5. CERTIFICATE OF CLOSE CORPORATION.....	20
6: SCHEDULE OF WORK SATISFACTORILY COMPLETED .....	21
7. SCHEDULE OF WORK SATISFACTORILY COMPLETED .....	22-23
8. PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER.....	24
9. DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES.....	25
10. DECLARATION OF INTEREST (MBD 4 B) .....	26-30
12. TAX CLEARANCE REQUIREMENTS.....	31
13. JOINT VENTURE AGREEMENT, IF APPLICABLE.....	32
14. RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS.....	33
15. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.....	34-38
16. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	39-40
17. CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	41-42
18. QUESTIONNAIRE.....	43
19. CREDIT ORDER INSTRUCTION.....	44
20. CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION.....	45
21: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	46

### Other documents required for tender evaluation purposes

Joint Venture Agreement (if applicable) – append to Schedule 3.

Documentary evidence / proof of registration and verification on Cape Winelands District Municipality Supplier Database. Append to Schedule 20.

B-BBEE Verification Certificate – append to Schedule 15.

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

19: RECORD OF ADDENDA TO TENDER DOCUMENT  
 Preferencing Schedule(s)

20: PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE

**PART T 2.1 Returnable Document checklist**

Bidders are required to complete the schedule below indicating that all requested information has been submitted with their offer.

<b>Schedule No.</b>	<b>Document</b>	<b>Please tick if enclosed</b>
1	COMPULSORY ENTERPRISE QUESTIONNAIRE	
2	AUTHORITY OF SIGNATORY	
3	CERTIFICATE OF JOINT VENTURE	
4	CERTIFICATE OF SOLE PROPRIETOR	
5	CERTIFICATE OF CLOSE CORPORATION	
6	SCHEDULE OF WORK SATISFACTORILY COMPLETED BY THE TENDERER/ENTITY & PROJECT LEADER	
7	SCHEDULE OF WORK SATISFACTORILY COMPLETEED BY THE TENDERER/ENTITY & PROJECT LEADER	
8	PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	
9	DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES	
10	DECLARATION OF INTEREST (MBD 4B)	
11	TAX CLEARANCE REQUIREMENTS	
12	JOINT VENTURE AGREEMENT, IF APPLICABLE	
13	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	
14	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	
15	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
16	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
17	QUESTIONNAIRE	
18	CREDIT ORDER INSTRUCTION	
19	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION	
20	RECORD OF ADDENDA TO TENDER DOCUMENTS	
	JOINT VENTURE AGREEMENT (IF APPLICABLE)	
	DOCUMENTARY EVIDENCE / PROOF OF REGISTRATION AND VERIFICATION ON CAPE WINELANDS DISTRICT MUNICIPALITY SUPPLIER DATABASE	
	B-BBEE VERIFICATION CERTIFICATE	

**PART T 2.2 Returnable Documents**

**SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, <b>separate</b> enterprise questionnaires in respect of each partner must be completed and submitted. <b>(Failure to do so may result in your bid being disqualified)</b>		
<b>Section 1:</b>	Name of enterprise: .....	
<b>Section 2:</b>	VAT registration number, if any: .....  Has and original and valid TAX clearance certificate been attached under Schedule 2D? <span style="float: right;">Yes / No</span>	
<b>Section 3:</b>	Has a B-BBEE status level verification certificate been submitted? <span style="float: right;">Yes / No</span>  If Yes, who was the certificate issued by? (Tick applicable box)  <input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor.  NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.	
<b>Section 4:</b>	CIDB registration number, if any: .....	
<b>Section 5:</b>	<b>Particulars of sole proprietors and partners in partnership</b>	
	Name*	Identity number*
		Personal income tax number*
	* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners	
<b>Section 6:</b>	<b>Particulars of companies and close corporations</b>	
	Company registration number: .....	
	Close corporation number: .....	
	Tax reference number: .....	
<b>Section 7:</b>	<b>Record of service of the state</b>	
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:		
<input type="checkbox"/>	a member of any municipal council	<input type="checkbox"/>
<input type="checkbox"/>	a member of any provincial legislature	<input type="checkbox"/>
<input type="checkbox"/>	a member of the National Assembly or the National Council of Province	<input type="checkbox"/>
<input type="checkbox"/>	a member of the board of directors of any municipal entity	<input type="checkbox"/>
<input type="checkbox"/>	an official of any municipality or municipal entity	<input type="checkbox"/>
<input type="checkbox"/>	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)	<input type="checkbox"/>
<input type="checkbox"/>	a member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>
<input type="checkbox"/>	an employee of Parliament or a provincial legislature	<input type="checkbox"/>
<b>If any of the above boxes are marked, disclose the following:</b> (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

**Section 8: Record of spouses, children and partners in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or partner 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 in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> 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)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

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

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

\* Insert separate page if necessary

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

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

Signature:		Date:	..... / ..... / 20.....
Print Name:		Position:	

**SCHEDULE 2: AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs ..... acting in his/her capacity as ..... of the business trading as ..... to sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

**SCHEDULE 3: CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorized Mr/Ms ..... , authorized signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.  
 This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**SCHEDULE 4: CERTIFICATE FOR SOLE PROPRIETOR**

---

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

As witnesses:

1.		Chairman:	
2.		Date:	

**SCHEDULE 5: CERTIFICATE FOR CLOSE CORPORATION**

---

We, the undersigned, being the key members in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of ..... to sign all documents in connection with the tender for Contract ..... and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

## SCHEDULE 6: SCHEDULE OF WORK SATISFACTORILY COMPLETED OUT BY THE TENDERER/ENTITY & PROJECT LEADER

Similar projects successfully completed		Maximum possible score
Functionality Criteria	Very briefly describe your experience in the table below and attach evidence this to this schedule	
<b>TENDERER'S EXPERIENCE</b>	<b>Entity's Previous Experience</b>	<p>See Schedule 7 - Part T2.2.7 Returnable Documents</p> <p>More than 10 similar projects = <b>Excellent (20)</b>            More than 5 similar projects = <b>Good (15)</b>            More than 3 similar projects = <b>Good (10)</b>            No similar projects = <b>Poor (5)</b></p>
	<b>Project leader: Professional Registration</b>	<p>Project Leader Name: .....</p> <p>Registration number: .....</p> <p>Professional Registration with relevant professional body</p> <p><b>Excellent (40)</b> = Professional Architect</p> <p><b>Good (20)</b> = Professional Senior Architectural Technologist</p> <p><b>Average (10)</b> = Professional Architectural Technologist</p> <p><b>Poor (5)</b> = Professional Architectural Draughts person</p>
	<b>Project leader: Previous experience</b>	<p>See Schedule 7 - Part T2.2.6 Returnable Documents</p> <p>More than 10 similar projects = <b>Excellent (30)</b>            More than 5 similar projects = <b>Good (20)</b>            More than 3 similar projects = <b>Good (10)</b>            No similar projects = <b>Poor (5)</b></p>

**SCHEDULE 7: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER/ENTITIY**

**Current & Completed Contracts (Add additional pages if more work wants to be declared)**

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED	DATE COMPLETED
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					

SCHEDULE 7 cont. SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE PROJECT LEADER **(Add additional pages if more work wants to be declared)**

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED	DATE COMPLETED
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

**SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

**SCHEDULE 9: DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES**

**PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS**

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, which must be confirmed by the relevant municipality (**ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:**

**Name of account holder:** .....

**Account number:** .....

**Account number:** .....

**FOR MUNICIPAL USE ONLY**

I/we hereby certify that the municipal account details of our client as indicated above is correct.

.....  
**Name of municipal official (print name)**

.....  
**Signature of municipal official**

**Official date stamp of municipality**

**PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS**

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

**PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS**

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I,....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

.....

.....

**Signature for and on behalf of the bidder**

**Date**

**SCHEDULE 10: DECLARATION OF INTEREST (MBD 4 B)**

*(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)*

1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders<sup>2</sup> of the company.**

3.1	Full Name of bidder or his or her representative		
3.2	Identity Number (person submitting this declaration)		
3.3	Position occupied in the Company (official/director/trustee/s hareholder <sup>2</sup> ):		
3.4	Company Registration Number		
3.5	Tax Reference Number		
3.6	VAT Registration Number		
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below		
3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
	SA ID Number:		Relation:
	Surname:		Persal No:
	Full Names:		
	Organ of State:		Position:
3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
	SA ID Number:		Relation:
	Surname:		Persal No:
	Full Names:		
	Organ of State:		Position:

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
------	--	-----	----

3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)
--------	---

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
------	---	-----	----

3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)
--------	---

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
------	---	-----	----

3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)
--------	---

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
------	--	-----	----

3.13.1	If yes, furnish particulars. ..... .....
--------	--

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
------	--	-----	----

3.14.1	If yes, furnish particulars. ..... .....
--------	--

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars. ..... .....		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder 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
3.16.1	If yes, furnish particulars. ..... .....		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder 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
3.17.1	If yes, furnish particulars. ..... ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <b>every three</b> months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier 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
3.18.1	If yes, furnish particulars. ..... .....		

4	<p><b>MFMA Circular No 62 of July 2013</b> require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. <b>A <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</b></p>					
	<p><b>Full name of directors / trustees / shareholders</b></p>	<p><b>Identity Number</b></p>	<p><b>% Share-holding in company</b></p>	<p><b>Personal Tax Reference Number</b></p>	<p><b>State Employee Number (Persal)</b></p>	<p><b>Municipal rates &amp; services account numbers (3.17.1)</b>  <i>Municipal clearance or most recent service account must be attached as evidence</i></p>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

.....  
Signature Date

.....  
Capacity of Signatory Name of Bidder/Company/CC Name

**MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:**

- <sup>1</sup> MSCM Regulations: **“in the service of the state”** means to be –
- (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal entity;
  - (c) an official of any municipality or municipal entity;
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.

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

**Commissioner of Oaths**

Signed and sworn to before me at  
.....

on this the ..... day of ..... 20  
.... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths  
.....

Position:  
.....

Address  
.....  
.....  
.....

Tel:  
.....

**Apply official stamp of authority on this page:**

**This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)**

**SCHEDULE 12: TAX CLEARANCE REQUIREMENTS**

---

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS. In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

**SCHEDULE 13: JOINT VENTURE AGREEMENT, IF APPLICABLE**

---

The Tenderer shall attach to this page a joint venture agreement, if applicable.

**SCHEDULE 14: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

## SCHEDULE 15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany the applicable certificate.

**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*).

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 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.

1.5 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;



**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

5.1 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

**6. BID DECLARATION**

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

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

7.1 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.)

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be sub-contracted.....%
- 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

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

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

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

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

9.9 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
  - v) 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	.....
	.....
	.....

**SCHEDULE 16: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.7.1	If so, furnish particulars:
-------	-----------------------------

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SCHEDULE 17: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**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: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:..... that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

## SCHEDULE 18: QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number

### BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

<p><b>LW!</b> Om Voorkeerpunte te eis <u>moet</u> 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word <u>tesame</u> met die <b>MBD 6.1 Eisvorm</b> vir punte.</p>	<p><b>NB!</b> To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card <u>must</u> be submitted <u>with</u> the <b>MBD 6.1 Claim Form</b>.</p>	<p><b>QAPHELA!</b> Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, <u>kufuneka</u> ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card <u>ihambe</u> kunye nefomu eyi <b>MBD 6.1 Claim Form</b>.</p>
<p>Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:            The Department of Trade and Industry: <a href="http://bee.thedti.gov.za/">http://bee.thedti.gov.za/</a>            South African National Accreditation System: <a href="http://www.sanas.co.za/directory.php">http://www.sanas.co.za/directory.php</a>            Independent Regulatory Board of Auditors: <a href="http://irba.co.za/index.php">http://irba.co.za/index.php</a></p>		

### .....

#### Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

**1.	Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>ras</b> . Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b> . Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobuhlanga</b> .	%
2.	Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>geslag</b> . Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b> . Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokwesini</b> .	%
3.	Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>gestremdheid</b> . Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b> . Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobulwelwe</b> .	%
4.	Persentasie aandeelhouing van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud). Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)	%
5.	Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit Is your business established within the area of jurisdiction of the District Municipality? In / Out Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle	<input type="checkbox"/> In/Ngaphakathi  <input type="checkbox"/> Uit/Out/Ngaphandle
6.	Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Do you make use of local labour (job creation)? Yes / No Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi	<input type="checkbox"/> Ja/Yes/Ewe  <input type="checkbox"/> Nee/No/Hayi



**SCHEDULE 20: CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION**

Company Name		
CWDM Supplier Database	Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box)
	Supplier Code	
Central Supplier Database (a copy of the CSD summary report must be attached to this schedule)	Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box)
	Supplier Code	
	Unique 36 Character Registration Code	

Bidders who are not registered on the CWDM and/or Central Supplier Databases are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

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

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

**\* Cape Winelands District Municipality and Central Supplier Database Registration**

Only those bidders who are registered on the Cape Winelands District Municipality's Supplier Database and the Central Supplier Database as a service provider prior to the closing date of this bid are eligible to have their tenders evaluated. The employer will only enter into a formal contract with a bidder who is registered on both databases. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Bidders who wish to register on the Cape Winelands District Municipality Supplier Database may download the supplier application form from our website [www.capewinelands.gov.za](http://www.capewinelands.gov.za)

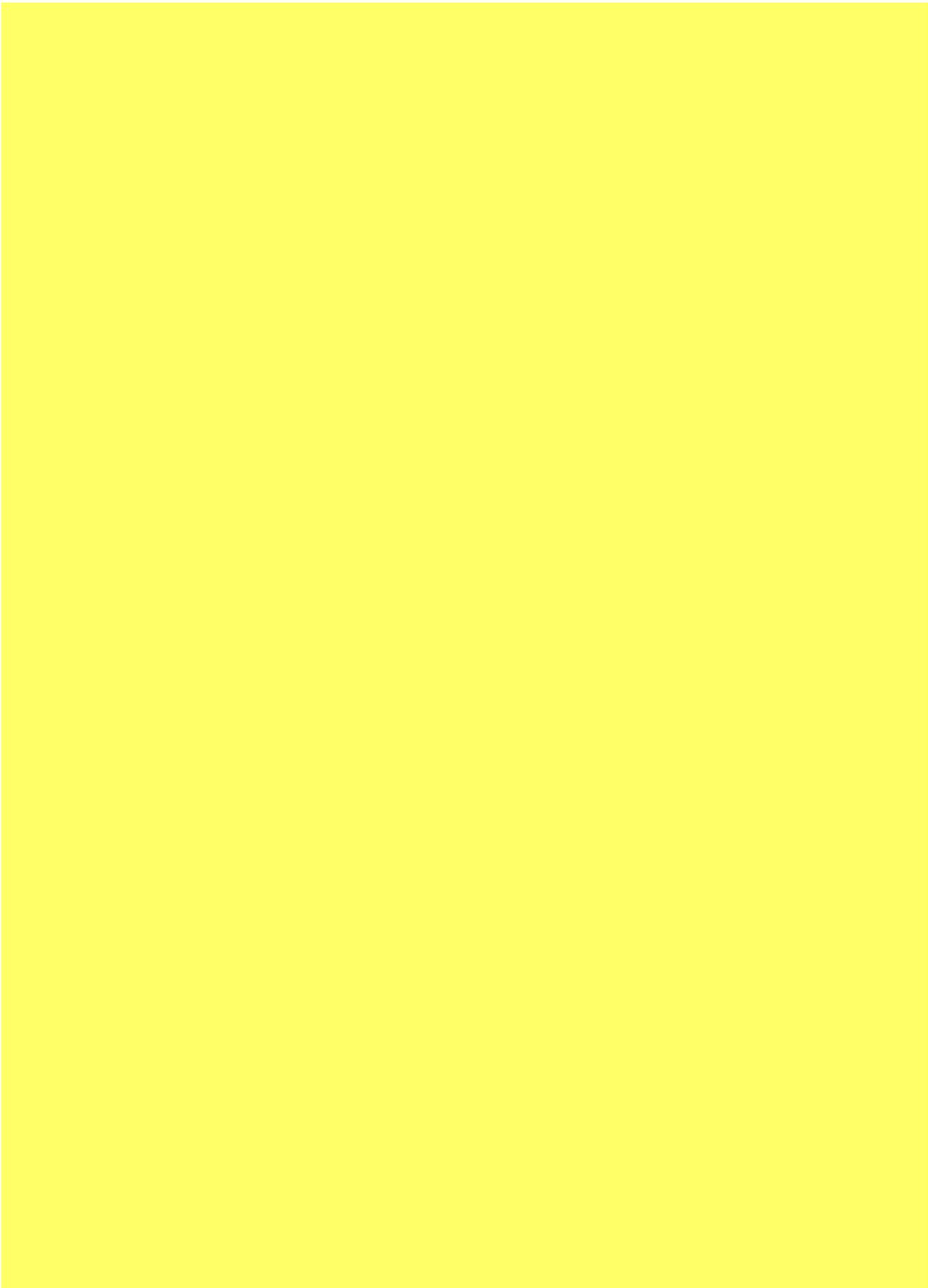
Bidders who wish to register on the Central Supplier Database may do so online on [www.csd.gov.za](http://www.csd.gov.za) and click on the REGISTER A NEW CSD ACCOUNT tab.

**SCHEDULE 21: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			



# THE CONTRACT

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## Part C1: Agreements and Contract Data

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	<b>Pages</b>
C1.1 Form of Offer and Acceptance .....	<b>51-60</b>

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## Part C2: Pricing Data

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	<b>Pages</b>
C2.1 Pricing Assumptions .....	<b>61-63</b>
C2.2 Bill of Quantities .....	<b>64-69</b>

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## Part C3: Scope of Works

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	<b>Pages</b>
C3.1 Scope of Work.....	<b>72-102</b>

---

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

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**IMPORTANT NOTE:**

**The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.**

**The Acceptance Form shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.**

**The Schedule of Deviations forms an integral part of the Contract Agreement.**

## **C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

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### **OFFER BY TENDERER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: Contract No: **T2022/068 APPOINTMENT OF A PROFESSIONAL ARCHITECTURAL SERVICE PROVIDER TO ASSIST THE CAPE WINELANDS DISTRICT MUNICIPALITY WITH THE EXECUTION OF CAPITAL PROJECTS FOR THE PERIOD ENDING 30 JUNE 2025**

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 Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the 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 rate as per Bill is as follows

## SECTION A: STANDARD SERVICES

Low Complexity Projects					
Cost Bracket	Value of works		Primary Fee (R)	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B		D	E
1.	1,00	200 000,00	R	%	1,00
2.	200 001,00	650 000,00	R	%	200 001,00
3.	650 001,00	2 000 000,00	R	%	650 001,00
4.	2 000 001,00	4 000 000,00	R	%	2 000 001,00
5.	4 000 001,00	6 500 000,00	R	%	4 000 001,00

Medium Complexity Projects					
Cost Bracket	Value of works		Primary Fee (R)	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B		D	E
1.	1,00	200 000,00	R	%	1,00
2.	200 001,00	650 000,00	R	%	200 001,00
3.	650 001,00	2 000 000,00	R	%	650 001,00
4.	2 000 001,00	4 000 000,00	R	%	2 000 001,00
5.	4 000 001,00	6 500 000,00	R	%	4 000 001,00

High Complexity Projects					
Cost Bracket	Value of works		Primary Fee (R)	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B		D	E
1.	1,00	200 000,00	R	%	1,00
2.	200 001,00	650 000,00	R	%	200 001,00
3.	650 001,00	2 000 000,00	R	%	650 001,00
4.	2 000 001,00	4 000 000,00	R	%	2 000 001,00
5.	4 000 001,00	6 500 000,00	R	%	4 000 001,00

## SECTION B: TIME BASED FEES

For the provision of additional services as described in the Scope of Work – Clause C.3.1.3.3 Additional Services

Principal / Staff Category	Experience/Work Context	Rate Per Hour (VAT Incl.)
1. Principal; Partners & Equity Holders	Specialist	R
	>10 years' experience	R
	<10 years' experience	R
2a. Salaried Staff	Associates and managers	R
2b. Salaried Staff	Registered architectural professionals performing work of an architectural nature and carrying direct responsibilities for activities related to a project	R
2c. Salaried Staff	Registered architectural professionals performing work of an architectural nature under direction and control.	R
2d. Salaried Staff	Staff performing work under direction and control to support architectural work outputs	R
2e. Quantity Surveyor	Work to be performed by a Quantity Surveyor	R
2f. Structural Engineer	Work to be performed by a Structural Engineer	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature:** *(of person authorized to sign the tender)*.....

**Name:** *(of signatory in capitals)*: .....

**Capacity:** *(of Signatory)*: .....

**Name of Tenderer:** *(organisation)*: .....

Address: .....

.....

Telephone number: ..... Fax number:.....

**Witness:**

**Signature:** .....

**Name:** *(in capitals)*:.....

**Date:** .....

***[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]***

## ACCEPTANCE BY EMPLOYER

---

By signing this part of the 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 Agreement, and Contract Data, (which include this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Name of organization.....

Name and Signature of Witness: .....Date: .....

**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:** .....

.....

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**For the Tenderer:**

**Signature:** .....

**Name: (in capitals)** .....

**Capacity:** .....

**Name of Tenderer (organisation)** .....

Address: .....

.....

**Witness: Signature:** ..... **Name (in capitals):** .....

**Date:** .....

**For the Employer:**

**Signature:** .....

**Name: (in capitals)** .....

**Capacity:** .....

**Name of Employer (organisation)** .....

Address: .....

.....

**Witness: Signature:** ..... **Name (in capitals):** .....

**Date:** .....

**CONFIRMATION OF RECEIPT**

---

The Tenderer, (now Contractor), identified in 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..... at ..... (place).

**For the Contractor:**

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Contractor** *(organisation)*.....

Address: .....

.....

**Witness: Signature:** ..... **Name** *(in capitals)*: .....

**Date:** .....

**For the Employer:**

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organisation)*.....

Address: .....

.....

**Witness: Signature:** ..... **Name** *(in capitals)*: .....

**Date:** .....

## C1.2 Contract Data (Part 1)

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### General Conditions of Contract

The General Conditions of Contract are the Standard Professional Services Contract (Third Edition of CIDB document 1014, July 2009), published by the Construction Industry Development Board (CIDB), PO Box 2107, Brooklyn Square, 0075 are applicable to this Contract and are obtainable from [www.cidb.org.za](http://www.cidb.org.za).

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract for Professional Services make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

### PART 1: APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

Clause	Wording
3.4 / 4.3.2	<p>The Employer is the CAPE WINELANDS DISTRICT MUNICIPALITY.</p> <p>The authorised and designated representative of the Employer is:            Designation.: Deputy Director: Facilities Management            Name: Mr Thomas Solomon</p> <p>The address for receipt of communications is:            Telephone: 021 888 5314            Facsimile: 021 882 9931            E-mail: thomas@capewinelands.gov.za            Address: P.O.Box 100                      Stellenbosch                      7599</p> <p>The Period of Performance is from the Start Date ending 30th June 2025.</p> <p>The Start Date will be the date which appears on the appointment letter.</p>
3.5	The location for the performance of the Project is Cape Winelands District Municipal area, Western Cape Province, South Africa.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data, Time Based Fees Schedule.
3.12.1	The penalty payable is R 0.00 per Day subject to a maximum amount of 10% of the Contract Price.
3.15.1	The programme shall be submitted within 14 Days of the award of the Contract.
3.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa
3.16.2	The start date will be the date which appears on the appointment letter.
5.4.1	The Service Provider is required to provide Professional Indemnity Insurance for R5,000,000 in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.

**Wording**

<b>Clause</b>	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
5.5	<ol style="list-style-type: none"> <li>1. Change in Scope of Works, and</li> <li>2. Variation Orders.</li> </ol>
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2.
8.1	The Service Provider is to commence the performance of the Services not later than 14 Days of date of an assignment letter being received .
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 3 months.
9.1	Copyright of documents prepared for the different Projects shall be vested with the Employer.
12.1	Interim settlement of disputes is to be by mediation.
12.2 /12.3	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 SACAP.
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by SACAP.
13.1.3	All persons in a joint venture or consortium shall carry a minimum Professional Indemnity Insurance of 2 x the total Contract Price in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.
13.6	The provisions of 13.6 do not apply to the Contract
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

**C1.2 Contract Data (Part 2)**

1	Name of Bidder	
2	Postal address	
3	Street address	
4	Telephone number	
5	Company Registration Number is	
6	Income Tax Reference Number	
7	VAT Reference Number	
8	COIDA certificate number	
The authorised and designated representative of the Service Provider is:		
9	Name	
10	Cellular phone number	
11	E-mail:	
12	Telephone number	
<b>CSD registration number</b>		<b>M</b> <b>A</b> <b>A</b> <b>A</b> <input type="text"/>
1	The Period of Performance is till final completion including retention period	
	The Key Persons and their jobs / functions in relation to the services are:	

**C2. PRICING DATA**

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**C2.1: PRICING ASSUMPTIONS**

**C2.2: BILL OF QUANTITIES**

## **C2.1: PRICING ASSUMPTIONS**

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### **C2.1.1 GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract and the Scope of Work.

#### **C2.1.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE**

The brief descriptions given in the Bill of Quantities refers to the detailed descriptions of the deliverables to be achieved provided in the Scope of Works.

The Bill of Quantities is based on the guideline tariffs of fees or indicative time-based fee rates that are gazetted annually by each of the built environment professional bodies and for which the tenderer completes prices in the bill of quantities.

#### **C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE**

Quantities/rates/percentages in the Bill of Quantities will be used to calculate the tender price which amount will be used for the tender evaluation. Quantities reflected in the bill of quantities are estimates and reflects no assurance for the quantity of work that will eventually be undertaken under this tender.

#### **C2.1.1.4 PRICING OF THE BILL OF QUANTITIES**

The South African Council for the Architectural Profession, under Section 34(2) of the Architectural Profession, 2000 (Act No. 44 of 2000), provides guidelines for determining the services to be provided on projects and to facilitate estimations of appropriate fees that could be used in negotiations between Client and Architectural Professionals.

The Bill of Quantities is based on the Professional Fees Guideline issued in terms of section 34(2) of the Architectural Profession Act (Act No. 44 of 2000), published under Board Notice 91 of 2020. The Form of Offer will be approved for purposes of finalising the final account of the successful service provider.

Travel time is deemed to be included in the Standard Fee Structure/Time-based Fee Structure while mileage claims will be limited to 200 km per return trip.

#### **C2.1.1.5 BASIS OF FEES AGREEMENT**

- a) The client agrees to pay the architectural professional the fees for the services as recorded in the formal agreement entered into by the parties.
- b) Where a project cost-based fee is applied, the final fee is calculated on the final cost of the works. The initial fee is based on a budget for the works for fee calculation purposes and shall be adjusted on the final cost of the works.
- c) Where a project time-based fee is applied, the fee is based on estimate of the skills, hours, and resources necessary to complete the works. Accurate costing to be kept and reported on.

#### **C2.1.1.6 PROJECT COST-BASED FEES FOR STANDARD AND PARTIAL SERVICES**

- a) The architectural professional shall refer to the Board Notice 307 of 2022 as per Government Gazette 47019 published on 15 July 2022 to determine whether a project is of low, medium, or high complexity. Different fee scales apply to different complexities of a project.
- b) These are derived from bracketed project values and are determined annually by SACAP and published in the Board Notice 307 of 2022 as per Government Gazette 47019 published on 15 July 2022.

- c) For a partial service, assuming the fee is a project cost-based fee, the percentage of the fee for each complete work stage to be performed is as set out under clause 12 of the Professional Fees Guideline issued in terms of section 34(2) of the Architectural Profession

C2.1.2 Pricing Assumptions

Act (Act No. 44 of 2000), published under Board Notice 91 of 2020. Where the work stage is only partially completed, the percentage of the fee shall be agreed between the parties.

- d) The budget for fee purposes excludes VAT, contingencies, fees for other consultants and specialist as well as the provision for escalation.
- e) The tendered rates for the primary fee and additional fee percentage for low complexity projects will be escalated by 25% for medium complexity projects and 50% for high complexity projects respectively.

**C2.1.1.7. PROJECT COST-BASED FEES FOR A REDUCED SERVICE**

- a) Where the architectural professional is not the principal agent, a reduction of the fee for the work not exceeding 10% of the fee for stages 5 and 6 may be considered.
- b) Where the architectural professional is not the principal consultant, a reduction of the fee for the work not exceeding 10% of the fee for stages 1 to 4 may be considered.

**C2.1.1.8. APPORTIONMENT OF FEES BETWEEN WORK STAGES AND INTERIM PAYMENTS.**

- a) The fee applicable to each work stage is apportioned according to the table below and may be adjusted by agreement.
- b) The architectural professional is entitled to render interim fee accounts during stages as agreed between the parties.
- c) The fees payable for stage 5 are related to the duration of the contract period and not performance of the contractor. Interim claims during this stage will be contract time lapsed and not progress made by the contractor.

Work stages 1 to 6	Proportion of fee	Cumulative total
1	2%	2%
2	15%	17%
3	20%	37%
4.1	10%	47%
4.2	20%	67%
5	30%	97%
6	3%	100%

**C2.1.1.9. FEES FOR ADDITIONAL SERVICES**

Unless otherwise agreed, the fee for additional services is time based, and it is based on hourly rates as tendered for in the bill of quantities. Certain projects will require the services of a Quantity Surveyor alone. To make provision for such a person, a Time-Based item needs to be priced as an hourly rate which can include a markup.

**C2.1.1.10. TIME-BASED FEES**

Where fees for the architectural professional services are time-based fees, the hourly rates as set out in the bill of quantities will apply.

**C2.1.1.11. GUIDELINE PROFESSIONAL FEES FOR ALTERATIONS**

The fee for work that includes alterations is based on the total project cost and increased for that portion of the work comprising or affected by alterations by 30% (130% of the fee).

**C2.1.1.12. GUIDELINE PROFESSIONAL FEES FOR ADDITIONS**

The fee for work associated with an addition to an existing building may not attract additional fees, except for that portion of work associated with the parts of the addition interfacing with the existing

building. The fee for this latter work is increased by 30% (130% of the fee). Should it be necessary that the architectural professional survey, assess and/or prepare documentation for the existing building, the cost of this shall be charged on a time basis.

#### C2.1.3 Pricing Assumptions

##### **C2.1.1.13. GUIDELINE PROFESSIONAL FEES FOR SERVICES PROVIDED WITH RESPECT TO THE RESTORATION OF BUILDINGS SUBJECT TO HERITAGE LEGISLATION**

The fee for work that includes restoration of buildings subject to heritage legislation is based on the total project cost and increased for that portion of the work comprising or affected by heritage considerations by 40% (140% of the fee).

##### **C2.1.1.14. GUIDELINE PROFESSIONAL FEES FOR A PROJECT THAT INCLUDES REPEATED BUILDINGS**

For a project consisting of a number of repeated buildings erected under a single building contract for a single client, the fee may be adjusted by agreement, subject to the architectural professional being retained for a full service and the repeated buildings being built on one site or a series of adjoining or closely related sites;

- a) either entirely apart from each other or linked with screen walls, common walls or other similar means; and repetitions of one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use. This does not apply to similar floors or divisions in a multi storey building;
- b) The guideline professional fee for repeated buildings provides for a full fee applicable to the origination of the first building/s, referred hereafter as prototypes. Thereafter the fee adjustment is applied to each of the repeated prototypes.
- c) The adjusted fee applies to work stages 1 to 4 inclusive. The adjusted fee apportionment is 35% of the guideline professional fee for stages 1 to 4 inclusive;
- d) The adjusted fee does not apply to work stages 5 and 6. The full guideline professional fee for these stages shall apply.

##### **C2.1.1.15. GUIDELINE PROFESSIONAL FEES FOR BUILDINGS REPEATED UNDER SEPARATE BUILDING CONTRACTS.**

An architectural professional is entitled to be paid full fees on the original building designs. Unless otherwise agreed, where repeated buildings are erected under separate building contracts and the drawings and related documents for a project are re-used for subsequent projects with nominal or no modification, the fee may be adjusted.

##### **C2.1.1.16. GUIDELINE PROFESSIONAL FEES FOR AN APPOINTMENT WHERE THE ARCHITECTURAL PROFESSIONAL TAKES OVER WORK OF ANOTHER PROFESSIONAL**

The stage of completion shall be agreed upon, and an appropriate budget for the works agreed upon, and the fee for the work stages or the stage in which the service is commencing may be subject to an increase of 25%.

##### **C2.1.1.17. GUIDELINE PROFESSIONAL FEES FOR DEPLOYMENT OF EMPLOYEES**

Where an employee of the architectural professional is deployed on site for extended inspection or other agreed purposes, the amount of the reimbursement shall be the total cost of employment plus 30%.

##### **C2.1.1.18. EXTENDED INITIAL CONTRACTUAL CONTRACT PERIOD**

- a) In the event that the initial contract period is exceeded by more than 10% through no fault of the architectural professional, the architectural professional shall be remunerated for all

additional work resulting from the extension of time at the hourly rates according to the bill of quantities together with related reimbursable expenses. The architectural professional shall inform the client in writing that the allocated period for providing professional services has been exceeded by 10% and therefore the services shall be charged at the hourly rates according to the tendered time-based fees together with related reimbursable expenses.

C2.1.4 Pricing Assumptions

- b) The fee for the services of the architectural professional during the contract period shall not be linked to a contractor performance or progress. The fees shall be assessed entirely independently.

#### **C2.1.1.19. ADJUSTMENT OF PROFESSIONAL FEES AND DISBURSEMENTS**

No adjustment of tendered fees will be allowed during the duration of this contract. Adjustments for disbursements will however be considered as and when adjustments are made to the applicable tariffs.

#### **C2.1.1.20. FAST TRACKING**

Adjustment to the project programme, commonly known as 'fast tracking', that requires the application of additional resources by the architectural professional, may attract an additional fee. The architectural professional shall motivate to the client the additional resource needed to complete the project within the allocated time and shall be at the total cost of additional resources plus 30%.

#### **C2.1.1.21. TRAVELLING TIME**

See C2.1.1.4

#### **C2.1.1.22. GUIDELINE PROFESSIONAL FEES ON TERMINATION BY THE CLIENT**

- a) Where the agreement between the client and the architectural professional is terminated, the client shall pay for that portion of the service that has been executed by the architectural professional.
- b) Termination of the project shall attract an additional fee equal to 20% of the remaining fee that would have been payable had the project not been terminated.

#### **C2.1.1.23. PROFESSIONAL FEES FOR DISPUTE RESOLUTION SERVICES**

- a) For acting as expert witness, adjudicator, mediator or arbitrator, the fee shall be in line with specialists' fees charged at the hourly rates as tendered.
- b) Where a project is referred to dispute resolution, architectural professionals retained on that project are to be reimbursed for the additional service required in relation to the dispute resolution processes according to the hourly rates for time-based fees as tendered.

#### **C2.1.1.24. PAYMENT OF PROFESSIONAL ACCOUNTS**

The architectural professional's accounts are due and payable on presentation. The architectural professional shall be entitled to render interim accounts. Fee and reimbursement invoices may be invoiced separately.

#### **C2.1.1.25. REIMBURSEMENT OF EXPENSES**

- a) In addition to the fees set out in this schedule, the client shall reimburse the architectural professional for all reasonable disbursements properly incurred and accounted for.
- b) The expenses contemplated may include the following:
  - i Specialised professional and other services (At cost);
  - ii Payments made on behalf of client for fees, submission fees for local authority and other statutory approvals as well as other charges for specialised professional and other services (At cost);
  - iii Travel (Tariffs as determined by the Automobile Association and limited to 200 km/return trip)
    - Travel mileage subject to clause C2.1.1.4;
    - Parking (At cost);

- Toll fees (At cost);
  - v Postage (At cost)
    - Special postage;
    - Postage
    - Courier;
- C2.1.5 Pricing Assumptions
- vi Documentation(Documentation as per the disbursement tariffs issued by the Department of Transport)
    - Typing of original/master per A4;
    - Duplication in white paper (A3 & A4 sizes);
    - Duplicating in coloured paper (A3 & A4 sizes);
    - Duplication in colour (A3 & A4 sizes);
    - Document binding;
    - Scanning of drawings and documents;
    - Duplicating of drawings (A3 to A4);
    - Plotting on 80g plain paper (A3 to A0);
    - Plotting on 80g plain paper in colour (A3 to A0);
    - Plotting on quality paper (A3 to A0);
    - Plotting on quality paper in colour (A3 to A0);
    - Purchase of documents and research material required for project;
    - CD with project-related information;
  - vii Special quotes (At cost)
    - Maps;
    - Models;
    - Presentation;
    - Photography;
    - Artwork
  - viii Specialised computer software (At cost)
  - ix Time limited software subscriptions incurred specifically for the project (At cost)
  - x Other
    - Any other disbursement requested by and/or agreed to by the client.

#### **C2.1.1.26. CLAIMS TO BE SEPARATE AND NOT SET-OFF**

- a) Should a client allege a claim against the architectural professional, a contractor or any other party involved in the project, such claim shall be dealt with on its own merits.
- b) A client is not entitled to withhold payment of fees or disbursements or part thereof due to the architectural professional, based on the alleged claim, the client shall make payment without any set-off and waives all rights to any such set-off.
- c) Should a professional error, omission and/or negligence be implied, dispute resolution or litigation shall be used to claim from the architectural professional.
- d) No penalties shall be applied on professional service agreement contracts.

#### **C2.1.1.27. REGULAR INVOICING**

Invoicing in line with the completed work stages as required by the Value-Added Tax Act, 1991 (Act No. 89 of 1991) is accepted as good practice and is deemed to be the basis of the agreement between the client and architectural professional. Additionally, regular invoicing as agreed with the client may be considered.

#### **C2.1.1.28. ENGAGEMENT OF ARCHITECTURAL PROFESSIONALS**

- a) A professional service is deemed to be subject to an appropriate formal written agreement in which the rights and obligations of the parties and the terms and conditions of service are clearly recorded.
- b) The specific service is agreed on, and the basis for the calculation of professional fees is recorded.
- c) The parties shall also agree on the following:
  - the agreed service to be provided;
  - authority of the architectural professional;
  - the architectural professional's ownership of the intellectual property or copyright;
  - limits to responsibility;

- limit to professional liability to a term of five (5) years;
- payment of invoices;
- interest on overdue invoices;
- disputed invoices;
- suspension or deferment;

#### C2.1.6 Pricing Assumptions

- termination of engagement;
  - damage to; or destruction of the works and
  - dispute resolution provisions.
- d) The expectation is that the agreed fees are based on a budget for the works to ensure that the fees are calculated on the anticipated final project cost. A realistic value of the work has to be done to determine fees.
- e) Where a Professional Architect registered with SACAP is employed in a standard service, such Professional Architect shall be appointed to fulfil architectural services, principal consultant and principal agent services. The services shall be described as a 'full service', partial and/or additional services as may be agreed.
- f) Where an architectural professional other than a Professional Architect is employed in a project. The services and functions to be provided should be in line with the Identification of Work. Such an appointment may be for a standard service. Partial and/or additional services may be agreed.

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

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The South African Council for the Architectural Profession, under Section 34(2) of the Architectural Profession, 2000 (Act No. 44 of 2000), provides guidelines for determining the services to be provided on projects and to facilitate estimations of appropriate fees that could be used in negotiations between Client and Architectural Professionals.

The bill of quantities is based on the Professional Fees Guideline issued in terms of section 34(2) of the Architectural Profession Act (Act No. 44 of 2000), published under Board Notice 91 of 2020,

The Bill of Quantities needs to be completed for Evaluation purposes only. The total Fees estimation will be calculated from the completed Bill of Quantities. The tendered rates need to be transferred to Schedule C1.1 - Form of Offer and Acceptance

**The quantities indicated in the Bill of Quantities are not real quantities and will only be used for evaluation purposes.**

**BILL OF QUANTITIES SECTION A: STANDARD SERVICES**

**Table 1: Low Complexity Projects**

LOW COMPLEXITY PROJECTS						AVERAGE VALUE OF WORKS (USED FOR EVALUATION PURPOSES ONLY)	AVERAGE NUMBER OF PROJECTS PER FINANCIAL YEAR	TOTAL FEE PER COST BRACKET OF PROJECTS
Cost Bracket	Value of works		Primary Fee (R)	Plus, secondary fee				
	From	To		Add %	On balance over			
	A	B	C	D	E			
1.	1,00	200 000,00	R	.....%	1,00	R 100 000	8	R
2.	200 001,00	650 000,00	R	.....%	200 001,00	R 350 000	6	R
3.	650 001,00	2 000 000,00	R	.....%	650 001,00	R 800 000	2	R
4.	2 000 001,00	4 000 000,00	R	.....%	2 000 001,00	R 3 000 000	1	R
5.	4 000 001,00	6 500 000,00	R	.....%	4 000 001,00	R 4 500 000	1	R
<b>TOTAL FEE FOR ALL COST BRACKETS (WILL BE USED FOR EVALUATION PURPOSES ONLY)</b>								<b>R</b>

**Table 2: Medium Complexity Projects**

<b>MEDIUM COMPLEXITY</b>						AVERAGE VALUE OF WORKS (USED FOR EVALUATION PURPOSES ONLY)	AVERAGE NUMBER OF PROJECTS PER FINANCIAL YEAR	TOTAL FEE PER COST BRACKET OF PROJECTS
Cost Bracket	Value of works		Primary Fee (R)	Plus, secondary fee				
	From	To		Add %	On balance over			
	A	B	C	D	E			
1.	1,00	200 000,00	R	.....%	1,00	R 100 000	1	R
2.	200 001,00	650 000,00	R	.....%	200 001,00	R 350 000	1	R
3.	650 001,00	2 000 000,00	R	.....%	650 001,00	R 800 000	1	R
4.	2 000 001,00	4 000 000,00	R	.....%	2 000 001,00	R 3 000 000	1	R
5.	4 000 001,00	6 500 000,00	R	.....%	4 000 001,00	R 4 500 000	1	R
<b>TOTAL FEE FOR ALL COST BRACKETS (WILL BE USED FOR EVALUATION PURPOSES ONLY)</b>								R

Table 3: High Complexity Projects

<b>HIGH COMPLEXITY</b>					AVERAGE VALUE OF WORKS (USED FOR EVALUATION PURPOSES ONLY)	AVERAGE NUMBER OF PROJECTS PER FINANCIAL YEAR	TOTAL FEE PER COST BRACKET OF PROJECTS	
Cost Bracket	Value of works		Primary Fee (R)	Plus, secondary fee				
	From	To		Add %				On balance over
	A	B	C	D	E			
1.	1,00	200 000,00	R	.....%	1,00	R 100 000	1	R
2.	200 001,00	650 000,00	R	.....%	200 001,00	R 350 000	1	R
3.	650 001,00	2 000 000,00	R	.....%	650 001,00	R 800 000	1	R
4.	2 000 001,00	4 000 000,00	R	.....%	2 000 001,00	R 3 000 000	1	R
5.	4 000 001,00	6 500 000,00	R	.....%	4 000 001,00	R 4 500 000	1	R
<b>TOTAL FEE FOR ALL COST BRACKETS (WILL BE USED FOR EVALUATION PURPOSES ONLY)</b>								<b>R</b>

**BILL OF QUANTITIES - SECTION B: TIME BASED FEES**

Principal / Staff Category	Experience/Work Context	Rate Per Hour (excluding VAT)	Number of hours	Amount (excluding VAT)
			(For evaluation purposes only)	(For evaluation purposes only)
1. Principal; Partners & Equity Holders	Specialist	R	25	R
	>10 years' experience	R	25	R
	<10 years' experience	R	50	R
2a. Salaried Staff	Associates and managers	R	60	R
2b. Salaried Staff	Registered architectural professionals performing work of an architectural nature and carrying direct responsibilities for activities related to a project	R	150	R
2c. Salaried Staff	Registered architectural professionals performing work of an architectural nature under direction and control.	R	250	R
2d. Salaried Staff	Staff performing work under direction and control to support architectural work outputs	R	100	R
2e. Quantity Surveyor	Work to be performed by a Quantity Surveyor	R	400	R
2f. Structural Engineer	Work to be performed by a Structural Engineer	R	50	R
<b>TOTAL FOR TIME BASED FEES (FOR EVALUATION PURPOSES ONLY) (TOTAL TO BE CARRIED OVER TO SUMMARY ON PAGE 77)</b>				R

## BILL OF QUANTITIES SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (Rands)
A	PROJECT COST-BASED FEES	R
B	TIME-BASED FEES	R
<b>TOTAL AMOUNT TO BE USED FOR EVALUATION PURPOSES ONLY.</b>		R

The Rates tendered will be used after awarding of tender to determine the contract amount for specific project allocations. Quantities reflected in the Bill of Quantities will only be used for evaluation purposes.

**DECLARATION (In respect of completeness of Tender)**

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CAPE WINELANDS DISTRICT MUNICIPALITY  
29 Du Toit Street  
STELLENBOSCH  
7600

**I/We, the undersigned, do hereby declare that the preceding pages are the Bill of Quantities forming Part C2.2 of this Contract Document upon which my / our tender for T2021/057: The provision of Professional Civil Engineering services for the construction of the Cape Winelands District Municipality’s Regional Landfill Site on Erf 4014, Worcester has been based.**

**Signature:** *(of person authorized to sign the tender)* .....

**Name:** *(of signatory in capitals)*:

**Capacity:** *(of Signatory)*:

**Name of Tenderer:** *(organisation)*: .....



**PART C3: SCOPE OF WORK**

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C3.1 Description of Works

## **PART C.3.1: DESCRIPTION OF WORKS**

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### **C.3.1.1 INTRODUCTION AND BACKGROUND**

The Cape Winelands District Municipality has a large number of office and other buildings, including workshops, in all major centres within the district that needs to be maintained to the satisfaction of the Technical Services Department of the municipality.

It is the intention of the Cape Winelands District Municipality to procure the services of a suitably qualified and experienced professional service provider to assist with the implementation of its capital projects centred on the maintenance of and/or renovations/additions to its existing buildings and associated infrastructure situated within the district. The service provider will also be required to act as Principal Consultant if and when other Consultants are required to perform work in this regard.

### **C.3.1.2 OBJECTIVES OF TENDER**

It is foreseen that the following are the minimum deliverables required by the successful Service Provider:

1. Planning and design of maintenance of and/or renovations/additions to its existing buildings and associated infrastructure.
2. Preparation of tender documentation inclusive of specifications for the procurement of experienced and qualified contractors inclusive of tender advertisements and clarification meetings when required.
3. Preparation of tender evaluation reports with recommendations of potential successful bidders.
4. Administer the building contract and do regular site inspection when this stage of the project is required.
5. Facilitate the closeout of the project when required.
6. The annual updating of the five-year maintenance plan for preventative maintenance.

### **C.3.1.3 SCOPE OF WORK**

The Professional Service Provider is required to provide the services as discussed under section C 3.1 which can include the following:

#### **Architectural Services**

#### **C.3.1.3.1 STANDARD Services**

The provision of all services described in Clause 1.2 of Board Notice 91 of 2020: Framework for the Professional Fees Guideline in respect of services provided by person(s) registered in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000)., published in Government Gazette No. 43591, 7 August 2020, as amended or amplified upon in the project brief below.

The Standard Service is generally divided into 6 work stages.

The essential functions of each work stage relevant to the service are identified hereafter as follows:

#### **Stage 1: Inception**

- a) Receive, appraise and report on the client's requirements with regard to the client's brief;
- b) Determine the site and rights and constraints;
- c) Determine budgetary constraints;
- d) Determine the need for consultants;
- e) Determine indicative project timelines;
- f) Determine methods of contracting; and
- g) whether other statutory authority applications are required or desirable.

**Stage 2: Concept and viability (concept design)**

- a) Prepare an initial design concept and advise on:
  - i the intended space provisions and planning relationships;
  - ii proposed materials and intended building services; and
  - iii the technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land.
- c) Consult with local and statutory authorities.
- d) Review the anticipated costs of the project.
- e) Review the project programme.

**Stage 3: Design Development**

- a) Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- b) Review the programme and budget with the client, principal consultant or other consultants;
- c) Coordinate other consultants designs into building design;
- d) Prepare design development drawings including drafting technical details and material specifications;
- e) Discuss and agree on the building plan application and approval requirements with the local authority;

**Stage 4: Documentation and procurement**

**Stage 4.1**

- a) Prepare documentation required for local authority building plan application submission;
- b) Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- c) Review the costing and programme with the consultants;
- d) Obtain the client's authority, and submit documents for approval at the local authority.

**Stage 4.2**

- a) Prepare specifications for the works;
- b) Complete technical documentation sufficient for tender;
- c) Obtain offers for the execution of the works;
- d) Evaluate offers, and recommend a successful tenderer for appointment;
- e) Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants;

**Stage 5: Construction**

- a) Administer the building contract;
- b) Give possession of the site to the contractor;
- c) Issue construction documentation;
- d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- f) Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- g) Manage the completion process of the project;
- h) Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

**Stage 6: Close-out**

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- b) When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractors.

**C.3.1.3.2 Partial services and additional services**

The Architectural Profession Act provides for the appointment of various architectural professionals for fulfilling each or any stage of a standard service or parts thereof. Partial and additional services may be agreed on, and the options most regularly utilised are the following:

- a) Appointment as architectural professional and principal consultant (not as principal agent)
- b) Appointment as design architectural professional (design only)
- c) Appointment as architectural professional of record (design by others, can be principal agent)
- d) Appointment as principal agent only
- e) Appointment to perform additional services
- f) Any combination of the above appointments may also be agreed upon.

**C.3.1.3.3 Additional Services**

The following non exhaustive services are additional to the standard service and qualify for additional fees and these services may be added individually or in varying combinations, and shall be provided by prior agreement between the client and the architectural professional:

**C.3.1.3.3.1 Special design services**

The preparation of special designs within, or in relation to, the facilities which are contemplated in a standard service, may include the following:

- i. Rational design and Green Star design; participation in the preparation of rational designs and green star design and document format conversion of other consultants' designs;
- ii. Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
- iii. Sectional titles plans, submissions, alteration and registration;
- iv. Master planning — defining and planning the layout of future development of buildings and/or services on the same site;
- v. Landscape design — participation in landscape planning and construction;
- vi. Interior design — the design of interiors and the selection of furnishings, fixtures and special finishes;
- vii. Specialized equipment lay-out and consequential coordination requirements;
- viii. Liaison with special designers and specialist consultants;
- ix. Purpose-made items: the design and documentation of purpose made items;
- x. Promotional material, art work and immersive digital experiences, participation in the preparation of promotional material;
- xi. Plant operation and production layouts, participation in the definition of plant operation layouts;
- xii. Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management;
- xiii. Services of a Quantity Surveyor for measuring purposes only or in conjunction with the Lead-architect.

**C.3.1.3.3.2 Special management services**

- a) Elaboration of architectural professionals' services including inter alia:
  - i. the preparation of broad project parameters;
  - ii. project scope statements;
  - iii. project milestones;
  - iv. budget and cash-flow forecasts;
  - v. tender enquiry documentation;
  - vi. contractor and supplier selection;
  - vii. adjudication and tender awards;
  - viii. progress status monitoring;
  - ix. variations management;
  - x. quality management over and above the industry norms;
  - xi. communication management;
  - xii. payment processing and
  - xiii. final account close-outs.
- b) Cost and valuation services: participation in the administration of costs and payments where a quantity surveyor has not been appointed.
- c) Special inspections: more intensive inspections and assessment of the works than the norm for assessing compliance with specifications and design intent.
- d) Special Project Management Functions: more extensive project management of the works than the norm for complex projects, including the preparation of the BIM protocol document and the management thereof.

**C.3.1.3.3.3 Special studies**

- a) Preparation of the client's brief - assist the client in the preparation of his requirements with regard to the purpose, scope, use and operation of the project;
- b) Site selection -research the suitability and location of a site for a proposed project;
- c) Feasibility studies - participation in technical and/or economic feasibility studies;
- d) Environmental studies -participation in environmental studies;
- e) Energy analysis, studies and planning – Green Star Ratings;
- f) Market surveys - participation in market surveys;
- g) Traffic studies - participation in traffic-flow studies.
- h) Drone studies; specialised photography for technical application and marketing material.
- i) Specialist survey- Point Cloud and Liddar Survey
- j) As built measured survey- required for verification of portions of construction undertaken during the works

**C.3.1.3.3.4 Special Submissions to Statutory Authorities**

- a) Land use;
- b) Environment;
- c) Heritage;
- d) Trading Licences/liquor Licences etc.

**C.3.1.3.3.5 Work on existing premises**

- a) Surveys and inspections - inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed
- b) Restorations and renovations - services in connection with work on existing buildings
- c) Heritage sites - services in connection with work on heritage buildings
- d) Services in connection with demolition permits of existing buildings and structures.

**C.3.1.3.4 Other services**

- a) Participation in litigation and dispute resolution (where a concurrent service is provided)
- b) Additional services mutually agreed on.

### C3.1.5 Description of Works

#### **C.3.1.3.5 TIME-BASED SERVICES**

- a) Where the scope of service is not clearly defined, or the service relates to small scale projects, or the service is of an unusual or specialised nature, a time -based fee is used as the basis of remuneration. Where fees for architectural professional services are time based, such fees are based on an hourly rate.

**All the services undertaken under Clause C3.1.3.3 will be remunerated on a time-based fee as per the tendered tariffs under time-based fees in the bill of quantities.**

#### **C.3.2 EXTENT OF THE SERVICES**

All services to be provided and construction works to be executed shall therefore be programmed in order to make full use of, but not exceed, the budget provision in the applicable financial year.

The anticipated budget amounts to R 10,000,000 (exclusive VAT) per annum, which includes provision for construction cost, fees and disbursements for professional services and internal charges. All works (including construction) must be programmed to be completed before the end of June of the applicable financial year.

The bill of quantities has been structured in such a way that Service Providers are to tender, for project costs fees and time-based fees. for Final fees payable will however be adjusted according to actual contract values.

It should be noted that while the Client has every intention of completing the full Scope of Works making full use of the budget provision given, the Client's budget is subject to periodic review. Should it become necessary to vary the scope of works or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Contract.

#### **C.3.3 USE OF REASONABLE SKILL AND CARE**

The Service Provider is therefore required to provide all aspects of the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

#### **C.3.4 CO-OPERATION WITH THE CLIENT AND OTHER SERVICE PROVIDERS**

The Service Provider shall at all stages of the design and construction, work in close consultation with the Department Technical Services.

In addition to the above, the design and contract documentation shall take cognisance of and provide for the co-operation with, inter alia:

Affected landowners and Technical Services Departments of Local Municipalities and Telkom.