



CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER T 2023/094

**PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE
CONSTRUCTION OF SIDEWALKS AND EMBAYMENT'S IN BREEDEVALLEY
MUNICIPAL AREA**

Closing date: 11:00 on Friday, 19 January 2024.

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-BBEE LEVEL CLAIMED:	

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

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 Consulting Engineers to submit bids for the Provision of Professional Services for the construction of sidewalks and embayments within the Breede Valley municipal area.

Technical enquiries regarding this bid can be directed to Mr C. Swart at telephone no. 0861 265 263.

Closing date: 11:00 on Friday, 19 January 2024

Tender documents, in English, are available free of charge on the websites: 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 R251,00 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.

**H PRINS
MUNICIPAL MANAGER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2023/094	Closing date:	19/01/2024	Closing time:	11h00
Description	PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF SIDEWALKS AND EMBAYMENT'S IN BREEDEVALLEY MUNICIPAL AREA				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
<u>SPECIFIC GOALS IN TERMS OF THIS TENDER:</u>					
<ul style="list-style-type: none"> 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard 50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located 					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
<i>Are you the accredited representative in South Africa for the goods / services / works offered?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<i>Are you a foreign based supplier for the goods / services / works offered?</i>	<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	Christo Swart
Telephone number	023 348 2381
E-mail address	christo@capewinelands.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinelands.gov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online</p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>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.</p> <p>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.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>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.</p>	

Signature(s):

Name(s):

Capacity for the Tenderer:

Date:



T1.2: TENDER DATA

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 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.*

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:	C. Swart
Name:	Department Technical Services
Address:	P.O. Box 100, Stellenbosch,7599
Attention:	Mr C. Swart
Tel:	023 348 2300
e-mail:	christo@capewinelands.gov.za

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**,7600Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600Identification details: **T 2023/094**Title of Tender: **PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF SIDEWALKS AND EMBAYMENT'S IN BREEDEVALLEY MUNICIPAL AREA.****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, STELLENBOSCH ,7600
Physical address:	29 Du Toit Street, STELLENBOSCH , 7600
Identification details:	T 2023/094
Title of Tender:	PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF SIDEWALKS AND EMBAYMENT'S IN BREEDEVALLEY MUNICIPAL AREA

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 all team members (maximum 75 points)

The following personnel must be in full time permanent employment of the tenderer and available for the envisaged appointment:

- **Project Leader** – A maximum of 45 Points can be awarded according to the persons highest education, professional registration as well as experience in transport infrastructure projects (List of **transport infrastructure projects** must accompany this person's CV to be form part of the functionality criteria).
- **Project Engineer** – A maximum of 30 points can be awarded according to the highest education and experience in the design of transport infrastructure projects (List of **transport infrastructure projects** must accompany this person's CV to be form part of the of the functionality criteria).

Experience of service provider (maximum 25 points)

A maximum of 25 points for demonstrated experience of the company will be scored based on the information supplied by the bidder's company profile as part of the functionality criteria. An indication and list of transport infrastructure related projects executed by the service provider needs to be provided in the profile.

An indication of years in transport infrastructure design must be given to obtain the necessary points in this category. A list of transport infrastructure projects with related dates of implementation will be used to evaluate this item.

Reference details provided in schedules will be followed up/scrutinized for confirmation purposes.

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				Maximum Score	Sub Total
Key Personnel	Project Leader: Highest education	C.3.5.2	Excellent (15) Honours, Masters or Doctorate degree that's relevant	Good (10) B Degree that's relevant	Average (5) Nat Dipl that's relevant	Poor (0) No Tertiary Education	15	75
	Project Leader: Professional Registration	C.3.5.2	Excellent (15) Pr Eng	Good (10) Pr Tech Eng	Average (5) Pr Techni Eng	Poor (0) No Professional Registration	15	
	Project Leader: Experience	C.3.5.2	Excellent (15) Experience in 15 or more transport related projects	Good (10) Experience in 10 or more transport related projects	Average (5) Experience in 5 or more transport related projects	Poor (0) Experience in less than 5 transport related projects	15	
	Project Engineer: Highest Education	C.3.5.2	Excellent (15) Honours, Masters or Doctorate degree in Civil Engineering	Good (10) B Degree in Civil Engineering	Average (5) Nat. Dipl in Civil Engineering	Poor (0) No Tertiary Education in Civil Engineering	15	
	Project Engineer: Experience	C.3.5.2	Excellent (15) Experience in the design of 15 or more transport related projects	Good (10) Experience in the design of 10 or more transport related projects	Average (5) Experience in the design of 5 or more transport related projects	Poor (0) Experience in the design of less than 5 transport related projects	15	
Company's Experience (number of similar projects)	C.3.5.2	Excellent (25) Experience in 15 or more transport related projects	Good (20) Experience in 10 or more transport related projects	Average (15) Experience in 5 or more transport related projects	Poor (10) Limited experience in transport related projects Less than 5 projects	20	25	
Total								100

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 the measuring, compilation of design drawings, Bill of Quantities, Tender documents and site supervision on sidewalks or road construction projects.

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 BBEE 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 BBBEE 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.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
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:

- 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

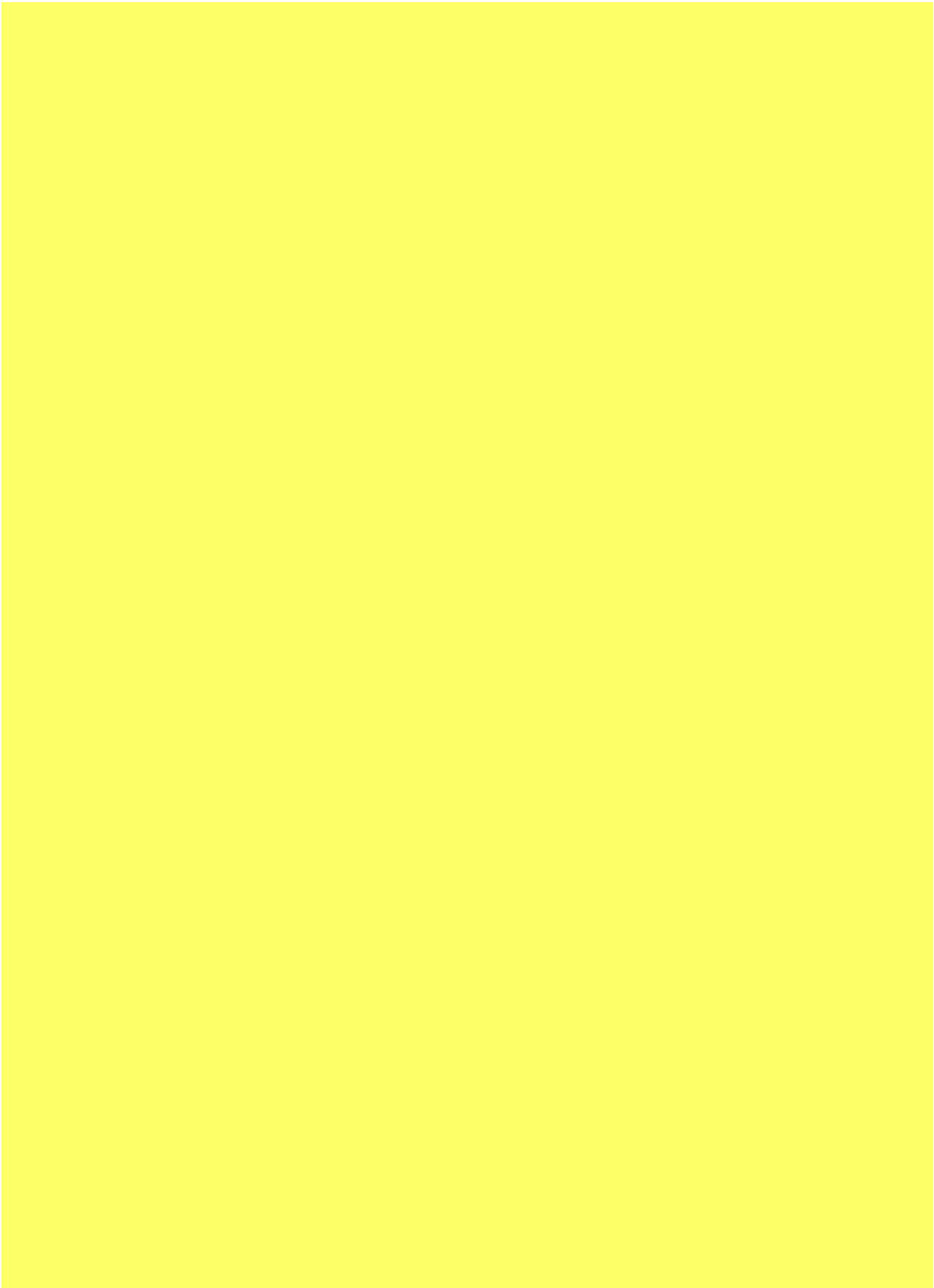
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

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

T.2.1 List of Returnable Documents

T.2.2 Returnable Schedules

PART T 2.1: LIST OF RETURNABLE DOCUMENTS

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

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.

Schedule 1	Invitation to bid - MBD1
Schedule 2	Compulsory Enterprise Questionnaire
Schedule 3	Authority to Signatory
Schedule 4	Certificate of Authority for Joint Ventures
Schedule 5	Schedule of Work Satisfactory carried out by the Tenderer (Company Experience)
Schedule 6	Schedule of Work Satisfactory carried out by the Project Leader (6a) / Project Engineer (6b)
Schedule 7	Proposed Amendments and Qualifications
Schedule 8	Declaration in terms of the MFMA (No 56 of 2003) in terms of Municipal Rates and Services.
Schedule 9	Declaration of Interest
Schedule 10	Tax Clearance Certificate Requirements
Schedule 11	Joint Venture Agreement, If Applicable
Schedule 12	Proof of Payment of Municipal Rates and Taxes
Schedule 13	Record of minutes and Addenda to Tender Documents.
Schedule 14	Application of preference point system in terms of the Preferential Procurement Regulations 2022
Schedule 15:	Preference points claim form in terms of the preferential procurement regulations 2022 (MBD 6.1)
Schedule 16	Declaration of Bidder's past supply chain management practices.
Schedule 17	Certificate of Independent Bid Determination.
Schedule 18	Claiming Preference Points
Schedule 19	Credit Order Instruction
Schedule 20	Letter of Good Standin
Schedule 21	Occupational Health and Safety Agreement

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C2	PRICING DATA
C2.1	Pricing Instructions
C2.2	Bill of Quantities

SCHEDULE 1 INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2023/094	Closing date:	19/01/2024	Closing time:	11h00
Description	PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF SIDEWALKS AND EMBAYMENT'S IN BREEDEVALLEY MUNICIPAL AREA				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
SPECIFIC GOALS IN TERMS OF THIS TENDER:					
<ul style="list-style-type: none"> 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard 50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located 					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Christo Swart
Telephone number	023 348 2381
E-mail address	christo@capewineland.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewineland.gov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
4. BID SUBMISSION:	
<p>1.4. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.5. All bids must be submitted on the official forms provided–(not to be re-typed) or online</p> <p>1.6. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
5. TAX COMPLIANCE REQUIREMENTS	
<p>2.8 Bidders must ensure compliance with their tax obligations.</p> <p>2.9 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.</p> <p>2.10 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.</p> <p>2.11 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.12 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.13 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.14 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
6. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: center;">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.</p>	
<p>NB: failure to provide any of the above particulars may render the bid invalid.</p> <p>No bids will be considered from persons in the service of the state.</p>	

Signature(s):

Name(s):

Capacity for the Tenderer:

Date:

SCHEDULE 2: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <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"/> a member of an accounting authority of any national or provincial public entity
<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 3: 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.

C. 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		

D. Certificate for Sole Proprietor

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

As witnesses:

1.		Chairman:	
2.		Date:	

E. 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	(a) SIGNATURE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

SCHEDULE 4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

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

SCHEDULE 5: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of similar work successfully executed by the Tenderer (Company experience).

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

A maximum of 25 points for demonstrated experience of the company will be scored based on the information supplied by the bidder's company profile as part of the functionality criteria. An indication and **list of transport infrastructure related projects** executed by the service provider needs to be provided in the profile.

SCHEDULE 6a: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY PROJECT LEADER

Project leader Name:

The following is a statement of similar work successfully executed by the foreman / project leader.

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

A maximum of 45 Points can be awarded according to the persons highest education, professional registration as well as experience in transport infrastructure projects (List of **transport infrastructure projects** must accompany this person's CV to be form part of the functionality criteria).

SCHEDULE 6b: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE PROJECT ENGINEER

Project Engineer Name:

The following is a statement of similar work successfully executed by the foreman / project leader.

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

A maximum of 30 points can be awarded according to the highest education and experience in the design of transport infrastructure projects (List of **transport infrastructure projects** must accompany this person's CV to be form part of the of the functionality criteria).

SCHEDULE 7: 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 F.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 8: DECLARATION IN TERMS OF THE MFMA (NO. 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name)

Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 9: DECLARATION OF INTEREST

(On behalf of the company and its directors/ members/ trustees/ principle shareholders²)

1. No bid/database registration will be accepted from persons in the service of the state¹.
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/shareholders² 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/shareholder ²):		
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:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>
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:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

T.2.1.15 Returnable Schedules

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.
--------	--

T.2.1.16 Returnable Schedules

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 every three 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>MFMA Circular No 62 of July 2013 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. <i>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.</i></p>					
	<p>Full name of directors / trustees / shareholders</p>	<p>Identity Number</p>	<p>% Share-holding in company</p>	<p>Personal Tax Reference Number</p>	<p>State Employee Number (Persal)</p>	<p>Municipal rates & services account numbers (3.17.1) <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:

- ¹ 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.
- ² "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 acquisitioning process. (Must be submitted annually)

SCHEDULE 10: TAX CLEARANCE CERTIFICATE 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 11: JOINT VENTURE AGREEMENT, IF APPLICABLE

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

SCHEDULE 12: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

The Tenderer shall attach to this page proof of payment of municipal rates and taxes or municipal services charges in support of Schedule 11.

Please note: Should the tenderer intend claiming preference points for local enterprise status, points shall only be awarded if proof of payment is attached.

SCHEDULE 13: 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 14: APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Regulation No. 2721 of 20 4 November 2022 provide for a preference points system. The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2022 will be used to evaluate individual tenders

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for the following specific goals:
 - **B-BBEE status level of contributor** and “**Locality**”
- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	50% of 20	50% of 10
2	50% of 18	50% of 9
3	50% of 16	50% of 8
4	50% of 12	50% of 5
5	50% of 8	50% of 4
6	50% of 6	50% of 3
7	50% of 4	50% of 2
8	50% of 2	50% of 1
Non-compliant contributor	0	0

- 50% of the 20/10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	5
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	2.5
3	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province	5
4	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	2.5

SCHEDULE 15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

(a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Locality”** means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province
- (d) **“Proof of locality”** means a –
- 1) municipal account in the name of the tenderer not older than 90 days;
 - 2) lease agreement where the tenderer is the lessee; or
 - 3) an official letter from the bank confirming the registered business address of the tenderer;
- (e) **“Proof of B-BBEE status level of contributor”** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE status level of contributor	5	10		
The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;	2.5	5		
The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area	2.5	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

Name and surname
Signature(s) of bidder(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:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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 bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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

³ 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: CLAIMING PREFERENCE POINTS

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

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Name of Business/Entity:		
1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on race .	%
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on gender	%
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on disability .	%
Please Circle your answer below:		
4	Is your business established within the area of jurisdiction of the District Municipality?	In / Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	In / Out

SCHEDULE 20: COIDA LETTER OF GOOD STANDING

A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must be attached to this page unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A letter of good standing for “tender purposes” from the Department of Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted or on record, the bid will be disqualified.

SCHEDULE 21: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CAPE WINELANDS DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing
....., as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20.....

.....
Witness

.....
Mandatory

Signed aton the.....day of.....20.....

.....
Witness

.....
for and on behalf of
Cape Winelands District Municipality

SCHEDULE 22: CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

Please attached a letter from your bank confirming your banking details.

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

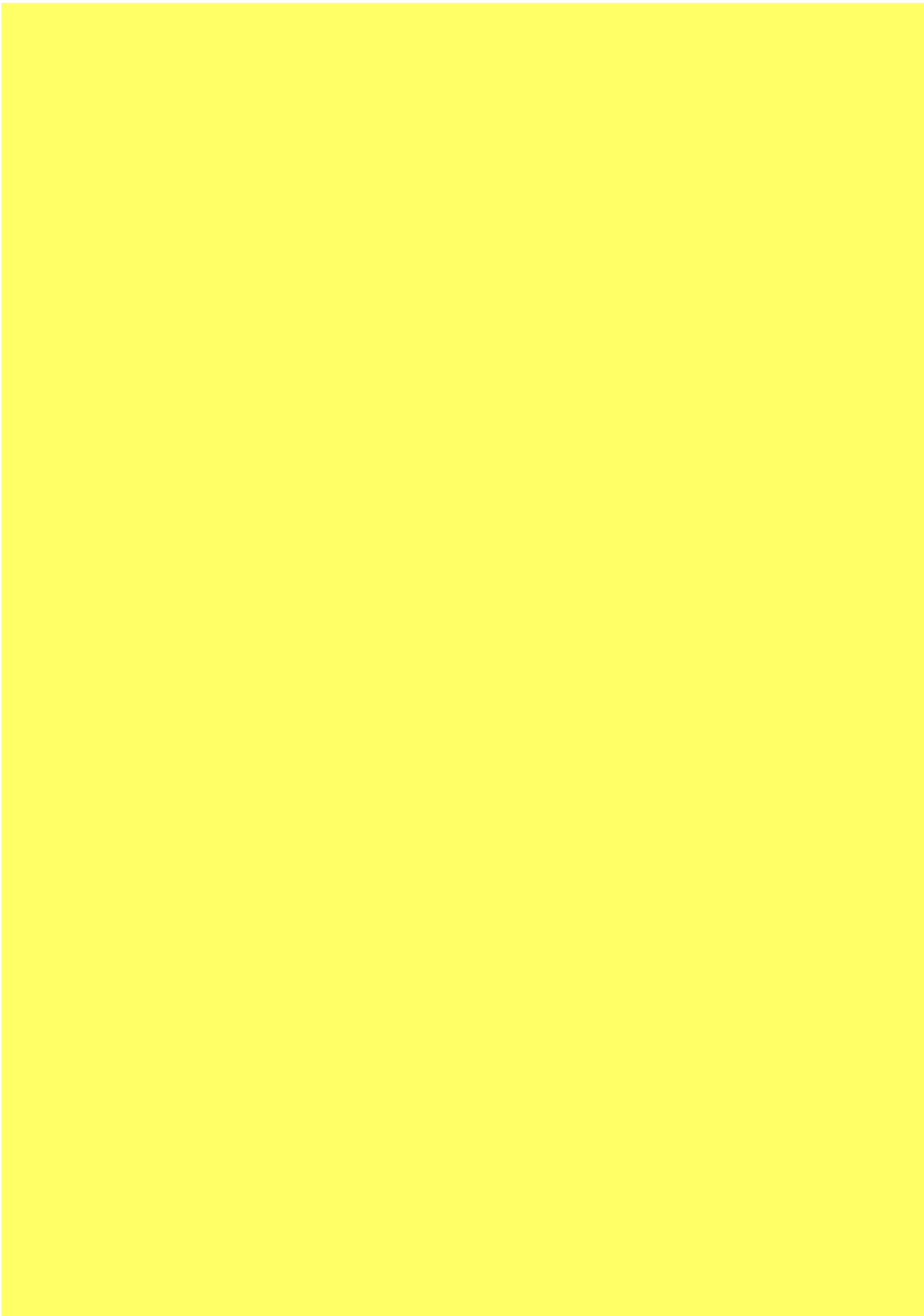
I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

.....
INITIALS AND SURNAME:
TELEPHONE NUMBER

.....
AUTHORISED SIGNATURE:

.....
DATE:



THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.2 Bill of Quantities

Part C3: Scope of Works

C3.1 Scope of Work

C1.1 FORM OF OFFER AND ACCEPTANCE

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)

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: **T2023/094 PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF SIDEWALKS AND EMBAYMENT'S AT URBAN SCHOOLS IN BREEDEVALLEY MUNICIPAL AREA**

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:

Normal Services

Basic Fees for Normal Services	13 %
Discount on Basic Fees for Normal Services%

Additional Services

Mark-up on Additional Services (sub consultants) %
--	---------

Construction Monitoring

Discount on Construction Monitoring Level 2 %
Discount on Construction Monitoring Level 3 %

Time Based Fees

Time Based Fees – Category A & B	R ...../h
Time Based Fees – Category C	R ...../h
Time Based Fees – Category D	R ...../h

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.

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)

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.

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: Project Management Name: Mr C. Swart</p> <p>The address for receipt of communications is: Telephone: 023 348 2300 E-mail: christo@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 Breede Valley 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

Clause	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"> 1. Change in Scope of Works, and 2. Variation Orders.
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.

C2. PRICING DATA

C2.1: PRICING ASSUMPTIONS

C2.2: BILL OF QUANTITIES

C2.1: PRICING ASSUMPTIONS

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, the Specifications (including the Contract Specification) and the Drawings.

C2.1.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The short description given in the Bill of Quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Works.

While it is entirely at the tenderer's discretion as regards pricing the Bill of Quantities, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and / or price as applicable.

C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

No quantities exist in the Bill of Quantities and the tender prices as per Bill will be the amounts used to evaluate and award the tender.

The Contract Price for the completed contract shall be according to the Bill of Quantities.

C2.1.1.4 PRICING OF THE BILL OF QUANTITIES

OVERVIEW

The Bills of Quantities include normal services and additional services if and when needed. The Bill of Quantities will be used for evaluation purposes while the Form of Offer will be approved for purposes of finalising the final account of the successful service provider.

SECTION A: NORMAL SERVICES

Travel time, printing and copying and communication are deemed to be included in the Normal Services.

Section A1 accepts 13% for basic fees for normal services as per Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) upon which the tenderer is required to tender a discount percentage (%) on the fees determined for a contract value of R2,500,000.

A percentage fee of 13% will be used to calculate eventual fees for normal services to be transferred to page C1.2 - Form of Offer

The tenderer is to insert a discount percentage between zero and 15%. This Discount percentage offered needs to be transferred to page C1.2 - Form of Offer. The percentage will be used to calculate eventual fees for normal services.

SECTION B: ADDITIONAL SERVICES

Section B contains a provisional sum of R 200,000 for services to be rendered under additional services (sub consultants). The provisional sum can be allocated for, but is not limited to, services such as topographical surveys, laboratory services if needed, sub-consultants of other disciplines of consulting e.g. Health and Safety, etc. The Provisional Sum amount of R 200,000 is only for evaluation purposes.

Tenderers are required to offer a mark-up percentage (%) between zero and 10% on the provisional sums listed for the service areas they wish to tender. The percentage mark-up offered needs to be transferred to page C1.2 - Form of Offer. The percentage will be used to calculate eventual fees for additional services.

The amount of R 200,000 for additional services (Consultant) to be done by consultant is only for evaluation purposes. The eventual fees will be addressed as per clause 3.3.1 (24) as per Guideline for Services and Processes for Estimating Fees for persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)

Travel time and travel cost, printing and copying and communication are deemed to be included in the Normal Services.

SECTION C: CONSTRUCTION MONITORING

Section C1 contains a provisional sum for level 2 construction monitoring, to be calculated and performed as defined in the abovementioned guideline scope of service and tariff of fees. The tenderer is to insert a discount percentage between zero and 15% of the provisional sum amount. The percentage discount offered on Construction Monitoring needs to be transferred to page C1.2 - Form of Offer. This percentage will be used during project execution when level 3 construction monitoring is required.

Section C2 contains a provisional sum for level 3 construction monitoring, to be calculated and performed as defined in the abovementioned guideline scope of service and tariff of fees. The tenderer is to insert a discount percentage between zero and 15%. The percentage discount offered on Construction Monitoring needs to be transferred to page C1.2 - Form of Offer. This percentage will be used during project execution when level 3 construction monitoring is required.

The amounts reflected in the Bill of Quantities is only for evaluation purposes while the discount offered will be used as part of the actual contract value.

SCHEDULE D: TIME BASED FEES

Tenderers are to tender hourly rates for three categories of employment defined in clause 4.2 of the Government Gazette.

Category A & B

Individuals that satisfy the criteria and performs the services according to clause 4.2 (2) (b) of the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as gazette with rates aligned with Option A 2 Partial Overheads – A 2.1 Mark-up against salary band 13 of the Department of Public Service and Administration Hourly Fee Rates for Consultants, with effect from 1 April 2016. The rate tendered must not be below R 1800/hr.

Category C

Individuals that satisfy the criteria and performs the services according to clause 4.2 (2) (c) of the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as gazette with rates aligned with Option A 2 Partial Overheads – A 2.1 Mark-up against salary band 12 of the Department of Public Service and Administration Hourly Fee Rates for Consultants, with effect from 1 April 2016. The rate tendered must not be below R 1 300/hr.

Category D

Individuals that satisfy the criteria and performs the services according to clause 4.2 (2) (d) of the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as gazette with rates aligned with Option A 2 Partial Overheads – A 2.1 Mark-up against salary band 10 of the Department of Public Service and Administration Hourly Fee Rates for Consultants, with effect from 1 April 2016. The rate tendered must not be below R 870/hr.

Time Base Fees will be payable where items 3.3.1 (14): Additional Service, according to the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000), Board Notice 138 of 2015, becomes applicable. The Rate/hour offered for the different Categories needs to be transferred to page C1.2 - Form of Offer.

The quantity reflected in the Bill of Quantities under Time Based fees will only be applicable for evaluation purposes. The Rate will be used as part of the final contract amount.

The agreement for Additional Services, Construction Monitoring above Normal Services and Time-Based Fees shall be in writing and should, if at all possible, be concluded before such services is rendered.

C2.2: BILL OF QUANTITIES

The Engineering Council of South Africa has, under Section 34(2) of the Engineering Profession Act, 2000 (Act No. 46 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 consulting Engineers.

The bill of quantities is based on the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), published under Board Notice 138 of 2015,

The Bill of Quantities needs to be completed for Evaluation purposes only. The Fees will be calculated as 13% percent of an estimated Contract value of R 1,600,000. Discounts and Mark-up can be provided as per Bill items. The percentage discounts and percentage mark-up need to be transferred to Schedule C1.1 Form of Offer and Acceptance on Page C1.2.

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

The percentage discount on Basic Fees, Percentage Mark-up on Additional services, Percentage discount on Construction Monitoring and Hourly Rate as per Time Based fees for different Categories will be used to calculate the eventual fees payable.

BILL OF QUANTITIES

SECTION A: NORMAL SERVICES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT		
					R	c	
A1.1 A1.1.1	<p>SECTION A: NORMAL SERVICES</p> <p>The basic fee shall be calculated according to the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Professional Act, 2000 (Act 46 of 2000), Board Notice 138 of 2015: items 3.2 and 4.3: Fees for Normal Services.</p> <p>Travel time, printing and copying and communication are deemed to be included in Normal Services</p> <p>Basic Fees</p>	%	R 2 500 000	13%	325 000	00	
A1.1.2	<p>Discount on Basic Fees</p> <p>Discount on Basic Fees as calculated above at A1.1.1</p> <p>(Excessive discounts are not encouraged as it may compromise the integrity of this Professional Service Provider and is therefore <u>limited to a maximum of 15%</u>)</p>	%		.....	-.....	.....
Total Carried Forward To Summary on Page C2.2-6					

**BILL OF QUANTITIES
SERVICES**
SECTION B: ADDITIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
					R	c
B1.1	<p>SECTION B: ADDITIONAL SERVICES</p> <p>The service provider will procure these items on a three-quote basis to the client's approval. These provisional sums are included for tendering evaluation purposes only.</p> <p>Travel time, printing and copying and communication are deemed to be included in the Standard Fee Structure.</p> <p>The fee applicable shall be calculated according to the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Professional Act, 2000 (Act 46 of 2000), Board Notice 138 of 2015: items 3.3: Fees for Additional Services.</p>					
B1.1.1	Additional Services (Consultant)	Prov Sum			R 200 000	00
B1.1.2	Additional Services (Sub-Consultants)	Prov Sum			R 200 000	00
B1.2	Mark-up on Provisional Cost Sums (A Maximum of 10% is allowed)					
B1.2.1	Mark-up on Additional Services (sub-Consultants)	%	R 200 000	.....%..	.....	.....
Total Carried Forward To Summary on Page C2.2-6					.....	.....

BILL OF QUANTITIES**SECTION C: CONSTRUCTION MONITORING**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
					R	c
C1.1	SECTION C: CONSTRUCTION MONITORING					
C1.1.1	Level 2: Part-time Construction Monitoring services as described in clause 3.3.2 in the Government Gazette and the cost thereof calculated as per clause 4.4 (2) of the Gazette.	Prov Sum			R 200 000	00
C1.1.1.1	Discount on Construction Monitoring (Excessive discounts are not encouraged as it may compromise the integrity of this Professional Service Provider and is therefore <u>limited to a maximum of 15%</u>)	%	R 200 000	.....	- .....	.....
C1.1.2	Level 3: Part-time Construction Monitoring services as described in clause 3.3.2 in the Government Gazette and the cost thereof calculated as per clause 4.4 (2) of the Gazette.	Prov Sum			R 250 000	00
C1.1.2.1	Discount on Construction Monitoring (Excessive discounts are not encouraged as it may compromise the integrity of this Professional Service Provider and is therefore <u>limited to a maximum of 15%</u>)	%	R 250 000	.....	- .....	.....
Total Carried Forward To Summary on Page C2.2-6						
				

BILL OF QUANTITIES**SECTION D: TIME BASED FEES**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
					R	c
D1.1	SECTION D: TIME BASED FEES Tenderers are to tender hourly rates for the following categories of employment defined in clause 4.4 (3) of the Government Gazette. Tendered rates must vary between the values derived at by using the calculation method in clause 4.4 (3)(a) as an upper limit, and the levels shown in brackets below as a lower limit.					
D1.1.1	Category A & B (Minimum R 1 800/hr)	Hour	100	.....	.....	.....
D1.1.2	Category C (Minimum R 1 300/hr)	Hour	800	.....	.....	.....
D1.1.3	Category D (minimum R 870/hr)	Hour	50	.....	.....	.....
Total Carried Forward To Summary on Page C2.2-6						
				

BILL OF QUANTITIES		SUMMARY OF SECTIONS	
SECTION	DESCRIPTION	Page Number	AMOUNT R
A	BASIC FEE FOR NORMAL SERVICES	C2.2-2	
B	ADDITIONAL SERVICES	C2.2-3	
C	CONSTRUCTION MONITORING	C2.2-4	
D	TIME BASED FEES	C2.2-5	
SUBTOTAL			
Add 15% VAT			
TOTAL AMOUNT TO BE USED FOR EVALUATION PURPOSES ONLY.			

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)

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 T2023/094: PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF SIDEWALKS AND EMBAYMENT'S IN BREEDEVALLEY MUNICIPAL AREA, 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

C3.1 Description of Works

PART C.3.1: DESCRIPTION OF WORKS

C.3.1.1 INTRODUCTION AND BACKGROUND

It is the intention of the Cape Winelands District Municipality to procure the services of a suitably qualified and experienced professional service provider to oversee the implementation of the sidewalks and embayments projects at two schools in the Breede Valley local municipal area as well as the construction of a pedestrian bridge alongside a Minor road over a stream in the Brandwacht area of Worcester.

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 sidewalk and embayment 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 construction contract and do regular site inspection when this stage of the project is required.
5. Facilitate the closeout of the project when required.

C.3.2 SCOPE OF WORK

The Cape Winelands District Municipality appointed Consulting Engineers for the implementation of sidewalks and embayments at various urban schools within the Breede Valley Municipal area. Due to budget constraints implementation could not take place at all the schools for which designs were done.

This project forms part of the Safe Schools initiative. The designs were completed and will be available to the successful service provider. It is the intention to implement the project at two (2) schools, De Tuinen and Avian Park Primary. A pedestrian bridge alongside the Brandwacht road over a stream also needs to be implemented.

The objective of the Client, Cape Winelands District Municipality, is the completed construction of sidewalks and embayments at two (2) rural schools as in Breede Valley municipal area based on the existing designs as well as a new pedestrian bridge alongside the Brandwacht road in the Breede Valley municipal area.

C.3.3 EXTENT OF THE SERVICES

The anticipated budget amounts to R 3,000,000 (exclusive VAT), which includes provision for construction cost, fees and disbursements for professional services and internal charges. All design works including the procurement process must be programmed to be completed before the end of June 2024. All services with regard to the construction works to be executed shall therefore be programmed in the 2024/25 financial year.

For tendering and tender evaluation purpose, it has been estimated that the construction cost (exclusive of VAT) will be ±R 2,500,000.00, and the bill of quantities has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on this assumed construction cost. 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.3.4 SCOPE OF PROFESSIONAL SERVICES REQUIRED

C.3.4.1 Normal Services

The service provider shall provide all services described in Clauses 3.2.2 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guidelines for Services and Processes for Estimating Fees for registered Persons 2016, published in Government Gazette No. 39480, 4 December 2015, as amended or amplified upon below. (the provision of services described in Clause 3.2.1 Stage 1 - Stage 3 will **NOT BE REQUIRED** for the sidewalk and embayments but will be required for the pedestrian bridge - see Clause 3.2: Scope of works).

The following is expected of the potential bidder:

- Familiarise yourselves with the sites and the proposed design at each of the sites.
- Compile / re-use existing construction drawings for tender purposes. These construction drawings shall clarify the extent of works that are required as well as the quantities of the proposed works.
- Preparation of tender documentation inclusive of specifications (existing tender documentation for sites will be provided) are to be prepared for the procurement of an experienced and qualified contractor inclusive of tender advertisement, clarification meeting and report as well as tender evaluation report with recommendations of potential successful bidder.

This includes a resident engineer for the management of the construction contract and attending to all technical queries on acceptance thereof by the client's representative. The resident engineer to undertake regular site inspections to ensure compliance to contract documentation as well as any other legal requirements.

Normal services will comprise of the following stages where applicable:

STAGE 1 - INCEPTION

Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

Will **NOT** be required for the sidewalk and embayments but **WILL** be required for the pedestrian bridge.

STAGE 2 - CONCEPT AND VIABILITY (also termed Preliminary Design)

Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary program, and viability of the project.

Will **NOT** be required for the sidewalk and embayments but **WILL** be required for the pedestrian bridge.

STAGE 3 - DESIGN DEVELOPMENT (DETAIL DESIGN)

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

Will **NOT** be required for the sidewalk and embayments but **WILL** be required for the pedestrian bridge.

STAGE 4 - DOCUMENTATION AND PROCUREMENT

Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project. Achieve this by inter alia:

- 1) Attending design and consultants' meetings.
- 2) Preparing specifications and preambles for the works.
- 3) Accommodating services design.
- 4) Checking cost estimates and adjust designs and documents if necessary to remain within budget.
- 5) Formulating the procurement strategy for contractors or assist the principal consultant where relevant.
- 6) Preparing documentation for contractor procurement.
- 7) Reviewing designs, drawings and schedules for compliance with approved budget.
- 8) Calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
- 9) Liaising, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- 10) Evaluating tenders.
- 11) Preparing contract documentation for signature
- 12) Assisting in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- 13) Assessing samples and products for compliance and design intent.

Typical deliverables will include:

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

The Service Provider shall provide those services necessary for the preparation of procurement documentation in using the existing construction drawings and tender document including the bill of Quantities, advertising of tenders (to be done by CWDM), and the evaluation of tenders received. The Service Provider shall confirm the Client's procurement (supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

The construction document shall be prepared in the construction Industry Development Board's (CIDB) format and in compliance with the Client's Supply Chain Management Policy. The construction contract document shall be based on the Client's latest example CIDB document for Civil Contracts, which is

based on the SAICE General Conditions of Contract for Construction Works, 2nd Edition 2015. The Service Provider shall liaise with the Client during the preparation of the construction contract document to determine any other specific requirements that the Client may have in this regard.

The draft tender / contract document, including drawings, shall be submitted to the Client for comment and acceptance prior to going out on tender.

Specifications shall include, inter alia, Health and Safety Specifications.

Once the tender document has been finalised, the Service Provider shall supply the Client with an electronic copy of the document.

The Service Provider shall be responsible for providing the Client with two copies of drawings and tender documents for tender purposes (both hard copy and electronic format).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond after consultation with the Client to all queries received during this period.

The Service Provider must be available to answer any queries that may arise during the evaluation period.

Once the tender close, the Service Provider shall evaluate all tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Client. The Service Provider shall present his evaluation to the Client, respond to any queries the Client may raise, and follow up on any issues requiring the Client's attention / action.

Once approved by the Client, the Service Provider shall, in consultation with the Client, facilitate the signing up of the construction contract.

STAGE 5 - CONTRACT ADMINISTRATION SERVICES

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. Achieve this by inter alia:

- 1) Attending site handover.
- 2) Issuing construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- 3) Carrying out contract administration procedures in terms of the contract.
- 4) Preparing schedules of predicted cash flow.
- 5) Preparing pro-active estimates of proposed variations for client decision making.

- 6) Attending regular site, technical and progress meetings.
- 7) Reviewing the Contractor's quality control programme and advise and agree a quality assurance plan.
- 8) Inspecting the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in Clause 3.3.2 of Board Notice 138 of 2015: Guidelines for Services and Processes for Estimating Fees for registered Persons 2016, published in Government Gazette No. 39480, 4 December 2015 for Level 1: periodic construction monitoring.
- 9) Reviewing the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- 10) Adjudicating and resolve financial claims by contractor(s).
- 11) Assisting in the resolution of contractual claims by the contractor.
- 12) Establishing and maintaining a financial control system.
- 13) Clarifying details and descriptions during construction as required.
- 14) Preparing valuations for payment certificates to be issued by the principal agent.
- 15) Instructing witness and review all tests and mock ups carried out both on and off site.
- 16) Checking and approve contractor drawings for design intent.
- 17) Updating and issue drawings register.
- 18) Issuing contract instructions as and when required.
- 19) Reviewing and comment on operation and maintenance manuals, guarantee certificates and warranties.
- 20) Inspecting the works and issuing practical completion and defects lists.
- 21) Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.

Typical deliverables will include:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawings register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.

STAGE 6 - CLOSE OUT SERVICES

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project). Achieve this by inter alia:

- (1) Inspecting and verifying the rectification of defects
- (2) Receiving, commenting and approving relevant payment valuations and completion certificates
- (3) Facilitating and/or procuring final operations and maintenance manuals, guarantees and warranties.
- (4) Preparing and/or procuring as-built drawings and documentation.
- (5) Concluding the final accounts where relevant.

Typical deliverables will include:

- Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentation
- Final accounts

C.3.4.2 ADDITIONAL SERVICES

The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

C.3.4.2.1 Additional Services pertaining to all Stages of the Project

- (1) All services related to defining the scope of work that are normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilisation.
- (3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (4) Making arrangements for way leaves, servitudes or expropriations.
- (5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (6) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities and Utilities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (7) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
- (8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
- (9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.

- (10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (11) Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- (12) Travel/ accommodation and travel time costs related to offsite inspection and testing of materials and plant during manufacture and/or prior to delivery to site.
- (13) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (14) Abnormal additional services by, or costs incurred by the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.

For example:

- When the works Contract is extended beyond the awarded contract period due to poor contractor performance or any other unforeseen circumstances beyond the control of the consulting engineer, attendance at meetings and related inspections are considered as additional services. Alternatively, the portion of the fee due for the Contract Administration and Inspection Stage is adjusted pro-rata to the extended duration versus the originally expected duration.
 - Where more frequent inspections are required due to poor contractor performance or other extraneous factors beyond the control of the consulting engineer, these are normally considered to be additional services.
 - Dealing with excessive, unreasonable and spurious claims by the Contractor.
- (15) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
 - (16) Investigating or reporting on tariffs or charges leviable by or to the client.
 - (17) Advance ordering or reservation of materials and obtaining licenses and permits.
 - (18) Preparing detailed operating, operation and maintenance manuals.
 - (19) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorized agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.
 - (20) Preparing record drawings on designs done by others or related to alterations to existing works.
 - (21) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - incorporation of any targeted participation goals and training outcomes,
 - the measuring of key participation indicators,
 - the selection, appointment and administration of participation and;
 - auditing compliance with the above by any contractors and/or professional consultant.
 - (22) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.

- (23) Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.
- (24) Arranging forward cover for imported goods, materials or services.

C.3.4.2.2 Construction Monitoring

The provision of Level 2: Part-time Construction Monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guidelines for Services and Processes for Estimating Fees for registered Persons 2016, published in Government Gazette No. 39480, 4 December 2015, is required. This level of construction monitoring may be defined and described as follows:

Level 2: Part-time Construction Monitoring (Normal Services for building structures and additional services involving part-time staff paid for by the client for other disciplines and projects)

The consulting engineer's staff or part time construction monitoring staff shall:

- i. Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly, according to the demands of the project.
- ii. Regularly, review samples of materials and work procedures that may require more frequent visits than required for Level 1, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
- iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

C.3.4.2.3 Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

The client requires the consulting engineer to undertake duties falling under the above Occupational Health and Safety Act and the Construction Regulations in terms thereof, on behalf of the client, and the additional services may include the following:

- (1) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the above Occupational Health and Safety Act.
- (2) The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the above Occupational Health and Safety Act.

C.3.5 USE OF REASONABLE SKILL AND CARE

The Service Provider's attention is drawn to the fact that the creation of a non-motorised transport solution through the construction of a sidewalk and pedestrian crossing to safeguard both pedestrian and vehicular movement on the effected roads will form part of Breede Valley's Road and sidewalk system.

It should also be noted that the infrastructure represents a big capital investment to the Breede Valley Municipality. Longevity and minimisation of maintenance requirements and interruptions of services are of paramount importance.

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.3.6 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 Civil Engineering Services of Breede Valley municipality.

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, the concerned schools and Telkom.