

MUNICIPAL INFRASTRUCTURE GRANT (MIG)



GREAT KEI LOCAL MUNICIPALITY

BID DOCUMENT FOR:

PROVISION OF PROFESSIONAL SERVICES:

2017-18 GREAT KEI MUNICIPALITY FUNDED PROJECT: MAGRANGXENI INTERNAL STREETS

TECH/MIG 01/2017/18

BIDDER : _____

CLOSING DATE : Tuesday, 06 June 2017

CLOSING TIME: 11H00

PREPARED BY:

Infrastructure Department
GREAT KEI MUNICIPALITY
17 Main Road
Komga 4950
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GREAT KEI LOCAL MUNICIPALITY

TECH/MIG 01/2017/18

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Great Kei Local Municipality hereby invites submission of tenders for the following Projects: -

TENDER NO.	TENDER NAME	Compulsory Briefing	CIDB Grading	CLOSING DATE
TECH/MIG 01/2017/18	Professional Services for Magrangxeni Internal Streets	Thursday, 25 May 2017 at 10:00 Service providers will meet the municipal representatives at Komga Municipal Hall in Town – (for consultants)	N/A	06 June 2017 at 11:00
TECH/MIG 02/2017/18	Construction of Thembaletu/Peace Village Internal Streets	Friday, 26 May 2017 at 13:00 – (for construction)	3CE or higher	06 June 2017 at 11.00am
TECH/MIG 03/2017/18	Construction of Komga Elderly Multi-Purpose Centre	Friday, 26 May 2017 at 10:00 – (for construction)	4GB or higher	06 June 2017 at 11.00am
TECH/MIG 04/2017/18	Construction of Soto Disability Multi-Purpose Centre	Thursday, 25 May 2017 at 13:00 – (for construction)	4GB or higher	06 June 2017 at 11.00am

NOTE: For compulsory briefing of Soto Disability Multi-Purpose Centre service providers will meet the municipal representative at Mooiplaas/Kei Mouth turn-off intersection (R349-N2) 35km from East London at 13:00. For Komga Elderly Multi-Purpose Centre and Thembaletu/Peace Village Internal Streets, service providers will meet the municipal representative at the four-way stop next to Standard Bank in Komga Town at 10:00 or 13:00 respectively.

All tenders submitted will be adjudicated in terms of the Council's Supply Chain Management Policy and Preferential Procurement Regulations (2011).

A minimum score of 60 points out of 100 points must be scored in order to proceed to the final evaluation stage.
Tender documents are obtainable from the Municipal website at www.greatkeilm.gov.za and e-Tender Portal at no cost.

Preferential Procurement Policy Framework Act (PPPFA) points will be awarded as follows:

Price - 80 points
B-BBEE Status Level of Contributor - 20 points
Total 100 points

THE FOLLOWING DOCUMENTS MUST ACCOMPANY TENDERS SUBMITTED BY PROSPECTIVE SERVICE PROVIDERS IN ORDER FOR THEM TO BE CONSIDERED. FAILING WHICH THEY WILL BE DISQUALIFIED:-

- Tenderers must provide tax compliance status pin
- Original Certified copy/ies of Identity Document/s of the Directors
- Company formation documents e.g. CK1, Ck2 or Trust document etc
- Completed Tender Document accurately from **MBD 1 to MBD 9** forms
- A tender who qualifies as an EME in terms of the B-BBEE Act must submit a Sworn Affidavit confirming annual total revenue and level of Black Ownership
- A tenderer other than the EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- Valid Billing Clearance Certificate from your local municipality (with contactable references)
- Tenderers must be registered on CSD.

Late, faxed, falsified and e-mailed tender documents will not be considered or will be disqualified. Completed tender documents must be **deposited in the tender box located in the Budget and Treasury Office between the hours 08H00 till 16H00 17 Main Street, Komga, 4950 before or not later than the dates as indicated. Council does not bind itself to accept the lowest or any tenders.**

For enquiries contact the PMU Manager, Mr M Gila at 043 831 5700/5759

NB: Tenderers who are working for State will not be considered.

Closing Date: 06 June 2017

Mrs I Sikhulu-Nqwena
MUNICIPAL MANAGER

T1.2 BID DATA

GREAT KEI LOCAL MUNICIPALITY

TECH/MIG 01/2017/18

T1.2 BID Data

The conditions of Bid are the standard conditions of Bid as contained in annex F of SANS 294. The standard conditions of Bid for procurements make several references to the Bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid for procurements other than disposals.

Each item of data given below is cross-referenced to the clause in the standard conditions of bid to which it mainly applies.

F.1.1	The employer is Great Kei Municipality
F.1.2	<p>The Bid documents issued by the employer comprise:</p> <p>(i) Part 1: Bid procedures</p> <p>Bid notice and invitation to Bid</p> <p>Bid data</p> <p>(ii) Part 2: Returnable documents</p> <p>List of returnable documents</p> <p>Form of offer and acceptance</p> <p>Contract data (part 2)</p> <p>Pricing data</p> <p>Bid schedules</p> <p>(iii) Part 3: Pricing data</p> <p>Part 4: Scope of Work and Specification</p> <p>Part 5: Site Information</p>
F.1.4	<p>The employer's agent is:</p> <p>Name : Project Management Unit</p> <p>Great Kei Municipality</p>
F.2.1	<p>A general set of prerequisites that have been identified for procurement by the GREAT KEI MUNICIPALITY. All bidders must submit the information requested below and adhere to all relevant conditions. Bids will not be considered should the prerequisites not be met.</p> <ul style="list-style-type: none">• Registration documents and/or other form of legal standing must be declared on the form provided.• Certified copy of a valid Professional Indemnity insurance must be attached to the bid• Proof of professional registration of the responsible persons must be attached to the bid• Income Tax Reference number to be declared on the form provided.• VAT registration number to be declared on the form provided.• A current and original Tax Clearance Certificate from South African Receiver of Revenue Service (SARS) certifying that the taxes of the Bidder are in order or that suitable arrangements have been made with SARS to bring them in order. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office• Certified ID copies of members of a CC, Directors of a Company, Partners in

	<p>a partnership, or owner in a sole proprietor business.</p> <ul style="list-style-type: none"> • The compulsory Declaration form must be completed. • The bid document must be completed in all respects in black ink. • Bids must be submitted on original Bid documents. • Bid documents must remain intact and no portion may be detached. • The bid checklist must be completed. • Bidders shall comply with the following legislation: <ul style="list-style-type: none"> • Compensation for Occupational Injuries and Diseases Act • Occupational Health and Safety Act
F.2.7	<p>The arrangements for a compulsory briefing meeting are: Location: Municipal Hall, Komga.</p> <p>Date: 06th of June 2016, Starting time: 11H00</p>
F.2.12	<p>If a bidder wishes to submit an alternative Bid offer, the only criteria permitted for such alternative Bid offers are: Satisfy the specification and is offered in addition to that called for in the bid document.</p>
F.2.13	<p>Parts of each bid offer communicated on paper shall be submitted as an original, plus Nil copies.</p>
F.2.13 F.2.15	<p>The employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of Bid box : Reception, Great Kei Local Municipal Offices</p> <p>Physical address : 17 Main Road, Opposite Caltex Garage Komga, 4950</p> <p>Identification details: TECH/MIG 01/2017/18 . Professional Services for Magrangxeni Project</p>
F.2.13 F.3.5	<p>A two-envelope procedure will not be followed.</p>
F.2.15	<p>The closing time for submission of Bid offers is: 11H00, 06th of June 2017</p>
F.2.15	<p>Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted. Changes made in the document with correction fluid (Tippex) will make the bid to be rejected.</p>
F.2.16	<p>The bid offer validity period is 90 days from the closing date</p>
F.2.23	<p>The following certificates are to be provided: As per Bid Notice</p>
F.3.4	<p>The time and location for opening of the bid offers are: 11H00, 06th of June 2017 Location: Great Kei Municipal Offices</p>
F.3.12	<p>The procedure for evaluation of responsive Bid offers is: - PREFERENTIAL PROCUREMENT GOALS Preference will be given in the award of the Bid in accordance with points scored for:</p>

	Maximum Points
BBBEE	20 points

ADJUDICATION OF BIDS ON A POINTS SYSTEM

Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of Bids, the Employer will determine whether each bid:

- meets the requirements of the Conditions of Bid;
- has been properly signed;
- is responsive to the requirements of the Contract documents;
- provides any clarification and/or substantiation that the Employer may require;
- complies with the Bid submission requirements in all other respect,

A responsive bid is one, which substantially conforms to all the terms, conditions and specifications of the Contract without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion:

- could detrimentally affect the scope, quality, or performance of the works;
- changes in the Employer's or the Contractor's risks and responsibilities under contract; or
- would affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

If the bid does not meet the requirements or it is not responsive, it is liable to be rejected by the Employer, and may not subsequently be made acceptable to the Employer by correction or withdrawal of non-conforming deviation or reservation.

Adjudication Using a Points System

Responsive Bids shall be adjudicated by the Employer using a system which awards points on the basis of:

- the Bided price (Np)
- 0BBBEE

The Employer will normally award the Contract to the bid obtaining the highest number of points, but will not bind itself to do so.

- Points Awarded for Price (Np)

A maximum of 80 points is allocated to Price on the following basis:

$$N_p = 80 \left\{ 1 - \frac{(P - P_m)}{P_m} \right\}$$

Where Np = the number of Bid adjudication points awarded for price
Pm = the price of the lowest responsive Bid adjusted to a common base if applicable
P = the price of the responsive Bid under consideration adjusted to a common base, if applicable

PRE-QUALIFICATION REQUIREMENTS

The pre-qualification criteria for this bid is that Bidders must achieve a minimum of 60 points out of 100 points allocated as outlined in the table below:

CRITERIA	WEIGHTING
Experience	40
Expertise	25
Methodology	35
GRAND TOTAL	100

Please Note:

Tenders to note that a pre-qualification evaluation will be undertaken. A minimum score of 60 points out of 100 points must be scored in order to proceed to the final evaluation stage (price and BBBEE).

POINT SCORING

PRE-QUALIFICATION ASSESSMENT – POINTS SCORING				
	Criteria	Weight	Maximum Value	Max score
1	Company Experience	40		
	Number of projects undertaken similar/same to the project	20	5	100
	0 – 1 project (value = 1)			
	1 – 2 projects (value = 2)			
	2 – 3 projects (value =3)			
	3 – 4 projects (value = 4)			
	4 and above (value = 5)			
	<i>Letter of confirmation from the previous employer must be provided</i>			
	Contract value of projects undertaken similar/same to the project	20	5	100
	R 0.75 Million – R1.5 Million (value =1)			
	R1.5 Million – R2 Million (value =2)			

		R2 Million – R2,5 Million (value = 3) R2.5 Million – R3 Million (value = 4) R3 Million and above (value = 5) <i>Letter of confirmation from the previous employer must be provided</i>				
		Total Experience	40	5	200	
	2	Personnel Expertise				
		<p>Detailed organogram reflecting identified personnel and roles and responsibilities in accordance with the Terms of Reference, Proof (certified copies) of all relevant professional affiliations for the above expertise in accordance with the Terms of Reference (value = 1)</p> <p>Detailed organogram reflecting identified personnel and roles and responsibilities in accordance with the Terms of Reference, Proof (certified copies) of all relevant professional affiliations for the above expertise in accordance with the Terms of Reference , CAD/Draughts Person(s) with 3 years related experience (related CAD certificates), (value = 2)</p> <p>Detailed organogram reflecting identified personnel and roles and responsibilities in accordance with the Terms of Reference, Proof (certified copies) of all relevant professional affiliations for the above expertise in accordance with the Terms of Reference , CAD/Draughts Person(s) with 3 years related experience (related CAD certificates), Technician with at least 3 years post-graduate related experience (value = 3)</p> <p>Detailed organogram reflecting identified personnel and roles and responsibilities in accordance with the Terms of Reference, Proof (certified copies) of all relevant professional affiliations for the above expertise in accordance with the Terms of Reference , CAD/Draughts Person(s) with 3 years related experience (related CAD certificates), Technician with at least 3 years post-graduate related experience, Design Engineer : Engineer or Technologist with at least 3 years post-graduate related experience (value = 4)</p> <p>Detailed organogram reflecting identified personnel and roles and responsibilities in accordance with the Terms of Reference, Proof (certified copies) of all relevant professional affiliations for the above expertise in accordance with the Terms of Reference , CAD/Draughts Person(s) with 3 years related experience (related CAD certificates), Technician with at least 3 years post-graduate related experience, Design Engineer : Engineer or Technologist with at least 3 years post-graduate related experience, Project Manager/Director : Registered Professional Civil Engineer or Technologist with at least 5 years post-graduate related experience (“Candidate” registration status not acceptable) (value = 5)</p> <p><i>Registration certificates, CVs, must be attached</i></p>	25	5	125	
		Total Company Expertise	25	5	125	
	3	Company Methodology				

	<p>Sufficiently detailed Methodology in line with Terms of Reference (value = 2)</p> <p>Sufficiently detailed Methodology in line with Terms of Reference, Sufficiently detailed Project Implementation Schedule and detailed Gantt Chart / Program (value = 3)</p> <p>Sufficiently detailed Methodology in line with Terms of Reference, Sufficiently detailed Project Implementation Schedule and detailed Gantt Chart / Program, Detailed list of resources available and/or required (value = 4)</p> <p>Sufficiently detailed Methodology in line with Terms of Reference, Sufficiently detailed Project Implementation Schedule and detailed Gantt Chart / Program, Detailed list of resources available and/or required, Detailed time schedule of identified personnel's time commitment (%) to this project (value = 5)</p> <p><i>Proof of qualification must be attached</i></p>	35	5	175	
	Total Company Methodology	35	5	175	
	Maximum Possible Score	100	5	500	
	<p>1.3.3 Bidders should take note of the <u>above</u> technical (quality) evaluation criteria.</p> <p>[a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) requirements will be based on the information provided by the bidder.</p> <p>[i] Experience - The experience form must be completed. <u>Only list projects of a similar nature</u> undertaken</p> <p>[ii] Expertise – The <u>qualifications</u> and <u>capacity</u> of the <u>team</u> to undertake the work <u>must be provided</u> for evaluation purposes.</p> <p>[iii] Methodology – The bidder must <u>clearly</u> demonstrate <u>how the contract will be managed</u>, detailing a <u>work plan</u> with <u>timeframes</u> and <u>clearly explaining</u> how the works will be implemented.</p> <p>[b] Bids that do not meet a minimum of 60 points out of 100 points of the criteria listed above will not be considered for price evaluation.</p> <p>[c] A minimum total score of 60 points out of 100 must be obtained in order for the bid to proceed to the Financial and BBEE Evaluation.</p> <p>[d] Bids that do not meet the Pre-Qualification (Technical Quality) Assessment will not advance to the Financial Assessment.</p> <p>- Total Bid Adjudication Points</p> <p>The points scored by a Bidder in respect of preferential procurement goals be added to the points scored for price to derive the total points used in evaluation of each responsive Bid.</p>				
F.3.13.1	Bid offers will only be accepted on condition that they are responsive				
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1				

The additional conditions of Bid are:

1. Bidders may form a joint venture acceptable to the Employer.

2. COSTS INCURRED BY BIDDER

The Employer will neither be responsible for nor pay for expenses incurred or losses suffered by any Bidder in the preparation of the Bid or in visiting the Site in connection therewith.

3. ACCEPTANCE OF BID

The Employer does not bind itself to accept the lowest or any Bid or to furnish any reasons for the acceptance or rejection of a Bid.

4. PERIOD OF VALIDITY OF BIDS AND WITHDRAWAL OF BID AFTER THE CLOSING DATE

All Bids shall remain valid for a period of ninety (90) days after the time and date set for the opening of Bids, or until the Bidder is relieved of this obligation by the Employer, in writing, at an earlier date.

Should a Bidder:

- Withdraw his Bid during the period of its validity; or
- Give notice of his inability to execute the Contract or fail to execute the Contract; or
- Fail to sign the Contract Agreement or furnish the required security within the period fixed in the Appendix to Bid or any extended time agreed to by the Employer; then he shall be liable for and pay to the Employer –
- All expenses incurred in calling for fresh Bids, if it should be deemed necessary by the Employer to do so;
- The difference between his Bid and any less favourable Bid accepted either by fresh Bids being called or by another Bid being accepted from those already received;
- Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh Bids or accepting another Bid from those already received, as the case may be.

And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under this or any other Bid or Contract between the Employer and the Bidder/Contractor, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfilment of this or any other Bid or Contract between the Employer and the Bidder/Contractor. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Condition of Bid, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Bidder's default.

Provided always that the Employer may exempt a Bidder from the provisions hereof if it is of the opinion that the circumstances justify such exemption.

5. REPUDIATION OF BID OR INVALIDATION OF CONTRACT

If the Employer is satisfied that the Bidder or any person being an employee, partner, director, member or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder:

- a) has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of a Contract;
- b) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;
- c) has approached an officer or employee of the Employer or Consulting Engineer with the object of influencing the award of a Contract in the Bidder's favour;
- d) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:
 - i) to refrain from BIDDING for this Contract;
 - ii) as to the amount of the Bid to be submitted by either party;
- e) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Bid except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid;

the Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.

6. SOUTH AFRICAN JURISDICTION

The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid and each Bidder shall indicate a place in the Republic and specify it in his Bid as his domicilium citandi et executandi where any legal process may be served on him.

Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of South Africa.

7. AMENDMENTS TO BID BY EMPLOYER

- 1) **Arithmetical Errors**
The Employer shall adjust arithmetical errors in the extension of rates and totals in the Bid by accepting the total, and amending the rate as per the CIDB guidelines prior to the award of the Contract. In no case will Bid totals be adjusted when correcting such errors.
- 2) **Imbalance in Bid Rates**
In the event of there being Bid rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the Bidder may be required to produce evidence and advance arguments in support of the Bid rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the Bid rates or prices objected to, he may request the Bidder to amend these rates and prices along the lines indicated by him.

The Bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by

	<p>the Employer, but this shall be done without altering the Bid Sum.</p> <p>Should the Bidder fail to amend his Bid in a manner acceptable to the Employer, it may prejudice his Bid.</p>
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PART 2: RETURNABLE DOCUMENTS (T2)

INDEX

T2.1 List of Returnable Documents

The following returnable schedules constitute the list of returnable documents for this tender

(Returnable documents: required for Bid evaluation purposes)

T2.2 A	Company registration details
T2.2 B	Certificate of Attendance at Site Inspection meeting
T2.2C	Record of Addenda to Bid Documents
T2.2 D	Professional Indemnity Details
T2.2 F	Proposed Sub-Consultants
T2.2 G	Schedule of Past Experience
T2.2 H	Qualification of Bid
T2.2 I	Alternative Bids
T2.2J	Declaration of bidder's past supply chain management practices
T2.2K	Declaration of interest (in the service of the state)
T2.2M	Targeted Procurement
T2.2N	Joint Venture Disclosure Form

(Returnable schedules to be incorporated into the contract)

C1.1	Offer and Acceptance
C1.2	Contract data (part 2)
C2.2	Bill of Quantities

T2.2 A COMPANY REGISTRATION DETAILS:

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

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

Complete the section (A-E) that relates to your company

A. Certificate for company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board (copy attached) taken on _____ 20.., Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this Bid and any contract resulting from it on behalf of the company.

Enclose Certificate of Business Registration (Registration with Dept of Trade Industry)

As witnesses:

1. _____
Chairman

2. _____
Date

B. Certificate for partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorise Mr./Ms _____, authorised signatory of the company _____,

acting in the capacity of lead partner, to sign all documents in connection with the Bid offer for Contract _____ and any contract resulting from it on our behalf.

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

NAME OF FIRM	(iv) ADDRESS	AUHTORISING SIGNATURE, NAME & CAPACITY	% SHARE IN JOINT VENTURE
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 authorise Mr./Ms _____, acting in the capacity of _____, to sign all documents in connection with the Bid for Contract _____ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

T2.2 B Certificate of attendance at site meeting

This is to certify that

_____ (Bidder)

of

_____ (address)

was represented by the person(s) named below at the compulsory meeting held for all Bidders
at _____ (location) on _____ (date), starting at
_____.

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

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____

Name _____ Signature _____

Capacity _____

T2.2 C Record of Addenda to Bid documents

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2 D Professional indemnity details

I/we have the following PI for the project in accordance with clause 7 of the project specifications:

Name of Institution: located at

Name of Contact Person: Tel. No.

Value of the PI Expiry Date:

(A certified copy of the PI certificate must be attached for the bid to be responsive).

Signed

Date

Name

Position

T2.2 F Schedule of Proposed sub consultants

We notify you that it is our intention to employ the following Sub-consultants for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. Note that not more than 10% of the contract value may be sub-contracted to non BBBEE business and not more than 25% to a BBBEE business.

This should include specialist sub-consultants e.g Environmental, Survey, OHS,

	Name and address of proposed Sub-consultant	Nature and extent of work that will be sub-contracted	Previous experience with Sub-consultant
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Signed _____

Date _____

Name _____

Position _____

Bidder _____

T2.2 G Schedule of the Bidder's Experience

The following is a statement of similar work successfully executed by myself/ourselves:			
Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2 H QUALIFICATIONS OF BID

Should the Bidder wish to qualify his Bid in any manner, then full details of all such qualifications must be fully described on this form or on separate sheets attached to this form, all in accordance with the provisions of Conditions of Bid.

Signed _____

Date _____

Name _____

Position _____

Bidder _____

T2.2 I ALTERNATIVE BIDS

On condition that the Bidder submits a Bid strictly in accordance with the Bid Documents consideration will be given to alternative offers which he may wish to submit. Such offers shall be described, measured and priced in sufficient detail to enable the Engineer to evaluate the alternative. See the Conditions of Bid.

Signed _____

Date _____

Name _____

Position _____

Bidder _____

T2.2 J DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2K DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE)

In terms of the municipal supply chain management regulations any person employed by the state, or person having a kinship with person employed by the state cannot make an offer in terms of this invitation to bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

2.1 Are you or any person connected with the bidder employed by the state?

2.3.1 If so state particulars

DECLARATION

I, undersigned (name).....

Certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct. I accept that the state may act against me in terms of paragraph 23 of the general condition of contract should this declaration prove to be false

Signature

Date

Position

Name of bidder

T2.2 M TARGETED PROCUREMENT

Bidders who wish to claim points in respect of BBBEE must complete this form and declaration.

1. BBBEE:

BBBEE level :..... Points claimed (Maximum 20 points)

I/we agree that, should we fail to complete this schedule or Bid a goal less than the minimum specified in either of the above-targeted procurement categories, then my Bid will not be considered in the adjudication process.

Signed _____

Date _____

Name _____

Position _____

Bidder _____

T2.2N DECLARATION WITH REGARD TO EQUITY OWNERSHIP

1. **NAME OF BIDDER:**

2. **HOW LONG HAS THE BIDDER BEEN IN EXISTENCE:**

1. **PHYSICAL ADDRESS OF BIDDER'S BASE:**

2. **HOW LONG HAS THE BIDDER BEEN BASED:**

a) Within the Amathole Area:

b) Within the area of the present Great Kei Municipal Area :

3. **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:**

4. **HOW MANY PERMANENT STAFF MEMBERS ARE EMPLOYED BY THE BIDDER?**

5. **LIST ALL SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP, BBBEE STATUS AND OWNERSHIP, AS RELEVANT.**

Name	Date and Position occupying in enterprise	Identity Number	% Owned	% Owned by BBB EE	% Owned by Woman	% Owned by Disabled
TOTAL			100 %			

T2.1 N JOINT VENTURE DISCLOSURE FORM

2 GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control Management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with Great Kei Municipality must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
- c) Physical address.....
.....
- d) Telephone.....
- e) Fax.....

2 IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a) Name of Firm.....

Postal Address.....
Physical Address.....
Telephone.....
Fax.....

Contact person for matters pertaining to Joint.Venture Participation Goal requirements:

.....

2.2(a) Name of Firm
Postal Address.....
Physical Address.....
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non Affirmable Joint Venture Partners)

3 IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of firm.....
Postal address.....
Physical address.....
Telephone.....
Fax.....

Contact person for matters pertaining to joint venture participation goal requirements:

.....

3.2(a) Name of firm.....
Postal address.....
Physical Address.....
Telephone.....
Fax.....

Contact person for matters pertaining to joint venture participation Goal requirements:

.....

3.3(a) Name of firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....

Contact person for matters pertaining to joint venture participation Goal requirements:

.....

4 BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

5 OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable joint venture partner ownership percentage(s)..... %
- b) Non-affirmable joint venture Partner ownership percentage(s)..... %
- c) Affirmable joint venture partner percentages in respect : *
 - i. Profit and loss sharing.....
 - ii. Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

- iii. Anticipated on-going capital contributions in Rand.....

- iv. Contribution of equipment (specify types, quality, and qualities of equipment) to be provided by each partner.

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	2.1 PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identity by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making , indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

.....
.....

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

.....
.....

(f) Negotiating and signing labour agreements

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

8....MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person)

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF THE JOINT VENTURE

- (a) Identity the “management “, if any

.....

.....

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions , insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

10. PERSONNEL

- (a) State the approximate number of the operative personnel (by trade/function/ discipline) needed to perform the Joint Venture work under the Contract.

TRADE / FUNCTION / DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- i) Number currently employed by Affirmable Joint Venture Partners

.....

- ii) Number currently employed by the Joint Venture

.....
(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture
.....

(d) Name of individual/s who will be responsible for hiring Joint Venture employees
.....
.....

(e) Name of partner who will be responsible for the preparation of Joint Venture Payrolls.
.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.
.....
.....
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture. Disclosure Form and affirms that the foregoing statements are true and correct and Include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding Actual Joint Venture Work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature
Duly assigned to sign on behalf of
Name
Address
Telephone
Date

Signature
Duly assigned to sign on behalf of
Name
Address
Telephone
Date

Signature
Duly assigned to sign on behalf of

Name
Address

Telephone

Date

Signature

Duly assigned to sign on behalf of

Name

Address

Telephone

Date

Part 3 Contract Data

C1.1 OFFER & ACCEPTANCE ,

PART 1 (TO BE FILLED BY THE BIDDER)

1. The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of :“2017/18 Magrangxeni : TECH/MIG01/2017/18 ”.

The Bidder, identified in the offer signature block, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this offer has accepted the conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Bidder 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.

Name of Project Bidding for MAGRANGXENI INTERNAL STREETS _

The offered total of prices inclusive of VAT is

_____ (Rand) in Words; R _____
(Figures)

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (a) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Professional Indemnity Insurance
 - Pricing schedule(s)
 - Technical specification(s)
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special conditions of contract;

- (b) General Conditions of Contract; and

3. I confirm that I have satisfied myself as to the correctness and validity of my bid, that the price(s) and rate(s) quoted cover all the goods and / or works specified in the bidding documents, that the price (s) and rates(s) and calculations will be at my own risk.
- 4 I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principle liable for the due fulfilment of this contract.
- 5 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6 I confirm that I am dully authorized to sign this contract.

NAME (PRINT)		WITNESS
CAPACITY		1.
SIGNATURE		2.
NAME OF FIRM		
DATE		DATE

2. ACCEPTANCE

GREAT KEI LOCAL MUNICIPALITY

TECH/MIG 01/2017/18 MAGRANGXENI INTERNAL STREETS

PROJECT ACCEPTED

BID AMOUNT ACCEPTED (R)

By signing this part of this Form of Offer and Acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder 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:

- Bidding procedures
- Agreements and contract data, (which includes this form of offer and acceptance)
- Pricing data
- Scope of work and specification
- Site information

And drawings and documents or parts thereof, which may be incorporated by reference into the above documents

Deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

This agreement comes into effect on the date of acceptance. Unless the Bidder (now consultant) 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. The Employer may, in place of signing this acceptance, accept the offer in writing under separate correspondence and the conditions set above will apply mutatis mutandis.

Signature(s)

Name(s)

Capacity

For the Employer **GREAT KEI LOCAL MUNICIPALITY, 17 MAIN ROAD, KOMGA**

As witness:

Name

Signature

Date

3. SCHEDULE OF DEVIATIONS

GREAT KEI LOCAL MUNICIPALITY

TECH/MIG 01/2017/18

By duly authorised representatives signing this schedule of deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Details of deviations:

For the Contractor:

Signature

Signature

Name

Name

Name and Signature of Witness

Date

4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between the GREAT KEI LOCAL MUNICIPALITY represented by the Municipal Manager (hereinafter called the EMPLOYER of the one part, herein represented by:

.....
in his capacity as: ;

AND:
(hereinafter called the CONTRACTOR) of the other part, herein represented by
.....
in his capacity as:
duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No.: _____ : **MAGRANGXENI PROJECT:**

_____ (Specify Project)

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER from being obliged to comply with any of the aforesaid duties,

obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the
CONTRACTOR

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the
EMPLOYER on this

..... day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.2 Contract Data

C1.2.1 Conditions of Contract, which comprise the

C1.2.1.1 Standard Conditions of Contract and the

C1.2.1.2 Special Conditions of Contract,

C1.2.2 Part 1: Data Provider by the Employer

C1.2.3 Part 2: Data provided by Service Provider.

C1.2.1.1 Standard Conditions of Contract

The Standard Conditions of Contract are: The Standard Professional Services

Contract (September 2005, Second edition of CIDB document 1015) pages 1 to 15 inclusive, published by the Construction Industry Development Board as amended by the Special Conditions of Contract set out below:

C1.2.1.2 Special Condition of Contract

The numbering and headings refer to the relevant clauses in the Standard Conditions of Contract.

3. General

Add:

3.15 It is a condition of Contract that:

- i) The taxes of the Service Provider must be in order, or that suitable arrangements have been made with the Receiver of Revenue to Satisfy them
- ii) If the declaration is found not to be correct, the Employer may, in addition to any other remedy it may have, may:
 - a) Recover from service Provider all costs, losses or damages incurred or sustained by the Employer as a result of the award of the Contract; and /or
 - b) Cancel the Contract and claim any damages which the Employer may suffer by having to make less favorable arrangements after such cancellation; and/or
 - c) Impose on the Service provider a penalty not exceeding 5% of the value of the Contract
- iv) If the service Provider is a consortium/joint venture, then each party shall comply with this clause
- v) Any sub-Service Provider employed by the Service Provider shall comply with this clause.
- vi) The Service Provider shall provide certified copies of the following documents:
 - a) The current relevant business licenses;
 - b) The latest tax receipt in respect of both the income and Value added Tax showing the date of issue and district of the Service Provider;

3. General

Add:

The relevant mandatory clauses of the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), second edition July 2005 shall form part of the conditions of contract

Programme

Add: 3.14.1:

d) the programme of the Service shall contain a Bar Chart which shall set out the activities in sufficient detail to permit objectives and accurate evaluation of progress against time lapsed and clearly define the critical path.

4.7 Payment of Service Provider

Add:

4.7.1 Subject to the written agreement of both the Employer and the Service Provider, the Employer may at its discretion agree to allow the Service Provider to cede all or part of the payments which will become due to him in terms of this Contract to one third party. This third party will be the Service Provider's banker unless otherwise agreed by the Employer will then cooperate with terms of the cession provide that nothing contained therein conflicts with any of the terms of this Contract. The Service Provider shall be liable for all legal and other costs that the Employer shall incur in order to comply with this clause.

5.3 Designated representative

Add:

This designated person shall represent the service provider in all matter relating to the contract.

5.5 Service Provider's actions requiring Employer's approval

Add:

- c) increase the total value of the contract or
- d) Significantly change the scope of work.

Add:

5.8 Preferential procurement

5.8.1 This Contract will be procured in terms of the Preferential Procurement Policy Framework Act of 2001 and its Regulations as amended.

5.8.2 The declaration: 'Declaration claiming preference points entitlement' shall form part of the Contract Data and the Service Provider shall achieve or comply with criteria stated in the declaration which are used to determine the preference points entitlement for the tender evaluation of the Contract.

5.8.3 In the event that the Service Provider fails to substantiate that any failure to achieve the Preference Points claimed in the tender was due to quantitative under runs, the elimination of items, or any other reasons beyond the Service Provider's control which may be acceptable to the Employer, the penalty applicable in terms of regulation 15(2)(c) shall be equal to $2 \times (\text{preference Points claimed in tender-completion}) / 100 \times \text{Final Contract Value}$

5.8.4 Termination

Add to 5.8.4.1:

(d) Any other valid and significant event

C1.2.2 Contract Data

C1.2.2 Part 1: Data provided by the Employer

Clause	Data
	<p>Employer</p> <p>The Employer is the <u>Great Kei Municipality</u></p> <p>The authorized and designated representative of the employer is : <u>Mlungisi Gila</u></p> <p>The Employer's address for receipt of communications is: <u>17 Main Street</u> <u>Komga 4950</u> <u>Tel: [043] 831 5700</u> <u>Fax: [043] 831 1306</u></p>
	<p>Period of Performance</p> <p>Time frames shall be set out in the project programme to be drawn up jointly between the Employer and the Service Provider.</p>
	<p>The penalty payable is R200.00 per calendar Day subject to a maximum amount of 10% of the tender sum. A penalty of R5000.00 per month is payable for each report of which the Service Provider fails to meet the reporting requirement set out in the scope of works. The penalty is payable for each month for which the failure continues.</p>
	<p>The final programme shall be submitted within 7 working days of the award of the contract</p>
	<p>Insurance against: Professional Liability</p> <p>Cover: Full project value</p> <p>Period: Until three years after project has been commissioned.</p> <p>Deductibles: Greater of 5% or R50,000.00per claim</p> <p>Insurance against: Public Liability</p> <p>Cover: Full project value</p> <p>Period: Entire preconstruction period.</p> <p>Deductibles: Greater of 5% or R50, 000.00 per claim</p>
	<p>Copyright shall vest in the Employer</p>
	<p>Disputes are to be referred to mediation.</p>
	<p>Disputes are to be referred to mediation.</p> <p>Failing selection agreement the mediator shall be selected by the President of Engineering council of South Africa (ECSA)</p>
	<p>The determination of disputes shall be by litigation</p>

C1.2 Contract Data

C1.2.3 Data Provided by the Service Provider

Clause	Contract Data																
1	<p>The Service Provider is:</p> <p>.....</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>VAT registration No.:</p> <p>Bank Name & Branch:</p> <p>Bank Account No.:</p> <p>The service provider's address for receipt of communication is:</p> <p>Tel.:.....</p> <p>Fax.:.....</p> <p>e-mail:</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>.....</p>																
5.3	<p>Name of Designated representative:.....</p> <p>Professional category:</p> <p>Professional registration number:.....</p> <p>Years of experience in the construction industry:.....</p>																
7.2.2	<p>Key persons</p> <table border="1"> <thead> <tr> <th>Name</th><th>Specific Duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific Duties														
Name	Specific Duties																

Tenderer:

Signature of Tenderer:

Date:

C2.1 PREAMBLE OF THE PRICING SCHEDULE

- 1 Tenderers shall calculate their prices for the various stages as described in the said ECSA guidelines.

It is essential that all items are priced. Item F.3.9 in Annexure F of the Government Gazette No. 27831 of 22 July 2005 (Standard Condition of Tender) will be used for dealing with arithmetic errors.

- 2 While the intention is not to vary the tendered total, the tendered percentages for each stage may be used to determine an adjusted professional fee in the event of a variation in the construction cost being granted.

Design changes during the construction stage will be treated on merit. No additional fees will be paid if such changes are necessary due to the Tenderer's negligence.

- 3 Disbursement costs shall be accurately determined by the bidder and included in the bid, assuming a level 2 supervision, as variations at a later stage may be quite unlikely.

- 4 Rates for Time –based services shall be entered against the relevant items in the pricing schedule for different levels of personnel. Time-based payments will only be made when the work involved has been specifically ordered in writing by Great Kei Municipality.

- 5 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 6 The Bidder shall fill in a percentage rate or a lump sum for each item where provision is made for it. Items against which no rate or lump sum has been entered in the Tender will not be paid for when the work has been executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

Tenderers shall not enter “included” against any item. Nor shall items be grouped together and a single amount entered. If a Tenderer wishes to make any alteration to the bill of quantities, then it should be treated as an alternative tender.

The tendered percentage rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 7 The short description of the payment items in the bills of quantities are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the ECSA guidelines, in particular the references to “Normal services” and Additional Services”, the cope of services, the general conditions of contract and the special conditions of contract for more detailed information regarding the extent of services entailed under each item.

- 8 A tender may be rejected if the percentage rates or lump sums for any of the items in the bill of quantities are, in the opinion of the municipality, unreasonable or out of proportion. The Tenderer will be given a period of seven (7) days after having been notified in writing by the Great Kei Municipality to adjust the percentage rate or lump sums for the relevant items.
- 9 All rates and sums of money quoted in the bills of quantities shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.

C 2.2 **PRICING SCHEDULE**

NAME OF BIDDER	:
BID NO.	: TECH/MIG 01/2017/18
PROJECT NAME	: PROFESSIONAL SERVICES FOR MAGRANGXENI INTERNAL STREETS
CLOSING TIME 11H00 DATE	:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Item	Stage/Description	Unit	Estimated Quantity/ Amount	% discount	Bid Sum
1	Normal Services				
1.1	Inception	%			
1.2	Concept and viability	%			
1.3	Design Development	%			
1.4	Documentation & Procurement	%			
1.5	Construction	%			
1.6	Close-out	%			
1.7	Sub Total for Normal Services				
2	Additional Services & Disbursements				
2.1(a)	Survey	Sum	1		
2.1 (b)	Markup i.r.o. 2.1(a) above	%			
2.2	Coordination of Training	sum	1		
2.3	Occupational Health & Safety to end of project period	sum	1		
2.4	Vehicle km travel to site, including travel time	sum	1		
2.5	Geotechnical investigation	Sum	1		
2.6	Environmental licences/authorisation	Sum	1		
2.7	Sub total for Additional Services and Disbursements				
3					
3.1	Category A Person (Name)	hr			Rate only
3.2	Category B Person (Name)	hr			Rate only
3.3	Category C person(Name)	hr			Rate only
3.4	Category D Person(Name)	hr			Rate only
	Sub total (1.7 + 2.7)				
	Vat, 14%				
	Total Bid Amount				

*Bidder to attached calculation sheet showing how the sum entered here is arrived at, failing which the bid may be rejected.

**C3 SCOPE OF WORKS & PROJECT SPECIFICATIONS
2017-18 CONSTRUCTION PROJECTS, GREAT KEI LOCAL
MUNICIPALITY**

It is the intention of the great Kei Local Municipality to enter into a formal contract with a service provider to carry out the services described hereunder. These terms of reference and the service provider's proposal will form the basis of the contract.

1 PROJECT DETAILS

Province	Eastern Cape
Municipality	Great Kei Local Municipality
Project Name:	Professional Civil Engineering Services: 2017-18 Magrangxeni Project

2 SUMMARY OF THE BRIEF

Bids are requested from service providers who have experience and qualification to undertake activities that will result in the successful conduct of the following Projects components in a participatory manner:

- PROFESSIONAL SERVICES FOR MAGRANGXENI INTERNAL STREETS – Comprises of construction of internal streets, culvert and associated storm water drains

The stages involved include:

- Preliminary design,
- Final design, including MIG reporting
- Tender documentation and process
- Construction Supervision and Monitoring , including monthly MIG reporting
- Project Completion and Close-Out report

Bidders are to note that reporting does not constitute Additional services. It should be considered as part of the normal services

Additional services include:

- OHS
- Survey.
- Training
- Tests

3 BACKGROUND:

The GREAT KEI MUNICIPALITY has afforded a sum of money to implement a construction project within the local Municipality. This project listed below has been identified for implementation in the 2017/18 financial year.

Ward No.	Name	Allocated Budget	Method of Construction
2	PROFESSIONAL SERVICES FOR MAGRANGXENI INTERNAL STREETS	R 3,644,250-00	LIC

4 SCOPE OF WORK

The expected scope of work of the service provider includes:

- To prepare preliminary design alternatives, with preliminary costing for the project complete with proposed standards, and maintenance regimes, which shall be submitted for approval for final design. Based on the available budget.
- To prepare final design of the selected alternative.
- Tender documentation and bid administration
- Construction supervision and monitoring
- Project completion and close out.

Additional services include:

- Ensuring compliance with the Occupational Health and Safety Act.
- Coordinate both accredited and non-accredited training of labour.

4.1 PROJECT SET UP.

- Establishment of a programme and timeframes for the project
- Ensuring that community participation is maximised.
- Establishing a project steering committee and that the community endorses the proposed project.

5 DELIVERABLES

- Preliminary Design Report
- Design Report
- Tender Documentation
- Tender Report
- Employment generation data
- Progress reports within prescribed timeframes (normally by 20th of each Month), and in the formats required by the EPWP & MIG.

6 TIMEFRAMES

The consultant shall work under tight time frames. The implementation schedule shall be discussed and agreed on between the client and the successful bidder.

7 PROFESSIONAL INDEMNITY INSURANCE

The bidder is required to provide proof of Professional Indemnity insurance. This shall be in force during the execution of the project.