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MAKANA MUNICIPALITY

BID NO: MLM/2022-23/INFRA/008

PROFESSIONAL AND CONSULTING SERVICES FOR THE UPGRADE OF SPORTS FACILITIES IN OVAL STADIUM AT LAVENDAR VALLEY, MAKHANDA:

ISSUED BY:
MAKANA MUNICIPALITY
FINANCE OFFICES
86 HIGH STREET
MAKHANDA
6139

Supply Chain Management	Engineering & Infrastructure Services
Ms. Tabisa Mvane	Ms. Sisanda Ponoshe
Tel: 046 603 6222	Tel: 046 603 6136
Email: tmvane@makana.gov.za	Email: SisandaPonoshe@makana.gov.za

COMPANY NAME: _____

TENDER AMOUNT: _____

CONTACT NO.: _____

EMAIL ADDRESS. : _____

COMPANY ADDRESS _____

PART T1: TENDERING PROCEDURES

T1.1 INVITATION TO QUOTE

The Makana Local Municipality invites service providers from the panel of professional and consulting services to quote for **Professional and Consulting Services for the Upgrade of Sports Facilities at Oval Stadium Lavender Valley Makhanda**

Closing Date: Completed bid documents in a sealed envelope, clearly marked “**PROFESSIONAL AND CONSULTING SERVICES FOR THE UPGRADE OF SPORTS FACILITIES AT OVAL STADIUM LAVENDER VALLEY MAKHANDA**” BID No “**MLM/2022-23/INFRA/008**” should be deposited in the tender box situated at ground floor Makana Local Municipality: Finance Department at **92 High Street Grahamstown** not later than **13 January 2023 @ 12H00**

Tenders which are late, incomplete, unsigned or submitted by fax or electronically, will not be accepted. Documents to be filled with black ink.

Tenders submitted are to hold good for a period of *90 days*.

Makana Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid.

All Technical Enquiries are to be directed to the Project Manager, **Ms S. Ponoshe, Tel 046 603 6136** and all SCM queries are to be directed to **Ms. Tabisa Mvane, Tel: 046 603 6222**.

Issued by office of the Municipal Manager: **Mr. P.M. KATE**.

PART T2 RETURNABLE DOCUMENTS

T2.1 RETURNABLE DOCUMENTS FOR SCORING

Bidders are required to submit **the following documents** (copies must be originally certified):

- Proof of Professional Indemnity Insurance provided.
- Bidders to submit a valid SARS Tax Compliance Status Report Issued with a Pin.
- Completed and signed declaration of interest MBD4, MBD 6.1, MBD 6.2, MBD 8 & MBD 9. **Failure to submit will result to disqualification.**
- BBBEE Certificates original certified copies **Failure to submit will result to loss of points.**
- Billing clearance certificate/ lease agreement signed by both parties the lessor and the lessee, if expired extension of the lease must be attached or statement of municipal accounts not more than 3 months old and not more than 3 months in arrears, if arrangements are made to submit arrangement letter. **Failure to submit will result to disqualification**
- Proof of registration on Central Supplier Database (CSD) report.

This submission will be evaluated in two (2) Stages as follows:

- **Stage One:** Bidders passing will need to pass Eligibility Compliance Criteria, and responsiveness to the bid rules and conditions of tender and functionality evaluation.
- **Stage Two:** BBBEE level Points and Price Evaluation.

Stage One:

Eligibility / Compliance Criteria:
Functionality Evaluation.

Functionality Criteria: Summary

Criteria	Weight
Relevant Experience in similar work of a value >R10m (Max 5 projects to earn 50 points with 10 points per project) Completion Certificate or reference letters must be attached to earn points.	50
Key Personnel (Qualification and Experience) Team Capability: Considers the technical and professional skills of the Engineer(s) or team Leader(s), proven conceptual abilities, business plan development, project and stake holder management experience and proficiency in English both verbally and in writing. <ul style="list-style-type: none"> • BSc/BEng/BTech (Built environment) or Equivalent with 4 points for experience per year (max. 5 years) 20 Points • National Diploma in (Built environment) or Equivalent with 2 points for experience per year (max. 5 years) 10 points 	30
Registration with the relevant Professional Body for team to be assigned to this specific project. Professional Engineer / Technologist / Architect (10 points) Professional Engineering Technician or equivalent (built environment) (5 points)	10
Methodology	10
Total	100

- Respondents must obtain at least 70 points (70/100) for the Functionality Evaluation failing to do so will result in the submission being declared non-responsive.
- Submissions that meet the minimum Functionality points of 70 will then be evaluated for pricing.

Stage Two

Only bidders who pass score 70 points and above will be evaluated further for price evaluation.

BBEE Level Points	20
Price	80
Total	100

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender

Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution): Makana Local Municipality
 NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state **YES / NO**

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

.....
.....

*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.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal Shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11. Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM (MBD 4) IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

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 2007).
- 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 a company or person 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 2007)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
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	No
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?	<input type="checkbox"/>	<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

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:

(Name of Municipality / Municipal Entity)

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

behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

³Joint 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.

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 2007 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE - (AGREEMENT)

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO: MLM/2022-23/INFRA/008 – PROFESSIONAL AND CONSULTING SERVICES FOR THE UPGRADE OF SPORTS FACILITIES AT OVAL STADIUM LAVENDER VALLEY MAKHANDA

The tenderer, identified in the offer signature block, 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 authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand

.....

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name and signature of Witness:

Signature(s) _____

Name(s) _____

Date _____

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR THE MAKANA LOCAL MUNICIPALITY:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address : Makana Local Municipality
92 High Street, Makhanda, 6139 **OR**
P.O. Box 176, Makhanda, 6140

Name and signature of witness:

Signature(s) _____

Name(s) _____

Date _____

Schedule of Deviations

- 1 **Subject** _____
 Details _____

- 2 **Subject** _____
 Details _____

- 3 **Subject** _____
 Details _____

- 4 **Subject** _____
 Details _____

- 5 **Subject** _____
 Details _____

- 6 **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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name and signature of Witness:

Signature(s) _____

Name(s) _____

Date _____

For the Makana Local Municipality:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address: Makana Local Municipality
92 High Street, Makhanda, 6139 **OR**
P.O. Box 176, Makhanda, 6140

Name and signature of witness:

Signature(s) _____

Name(s) _____

Date _____

C1.2 CONTRACT DATA

Part 1: Contract Data provided by the Employer

STANDARD PROFESSIONAL SERVICES CONTRACT

Bidders to note that the Standard Professional Services Contract, Third Edition of CIDB document 1014, July 2009 is applicable to this tender.

These Standard Professional Services Contract are to be used with the contract documentation format as prescribed by the Construction Industry Development Board in the Standard for Uniformity in Construction Procurement and in conjunction with SANS 1921 to set out the requirements and constraints relating to the manner in which the contract works is to be performed.

Contact details of CIDB are as follows:

Physical Address:

Construction Industry Development Board
Pretoria

Contact Numbers:

Tel: 012 343 7136 or 012 481 9030
Fax: 012 343 7153

Mail and Internet:

E-mail: cidb@cidb.org.za
www.cidb.org.za

The Standard Professional Services Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Professional Services Contract.

The Standard Professional Services Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the Standard Professional Services Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause											
3.4 and 4.3.2	<p>The Employer is the Makana Local Municipality</p> <p>The Employer's address for receipt of communications is:</p> <table border="0"> <tr> <td>Physical address:</td> <td>Postal address:</td> </tr> <tr> <td>Makana Local Municipality</td> <td>P.O. Box 176</td> </tr> <tr> <td>92 High Street</td> <td>Makhanda</td> </tr> <tr> <td>Makhanda</td> <td>6140</td> </tr> <tr> <td>6140</td> <td></td> </tr> </table> <p>Telephone: (046) 603 6222/ (046) 603 6136</p>	Physical address:	Postal address:	Makana Local Municipality	P.O. Box 176	92 High Street	Makhanda	Makhanda	6140	6140	
Physical address:	Postal address:										
Makana Local Municipality	P.O. Box 176										
92 High Street	Makhanda										
Makhanda	6140										
6140											
1	The Project is: UPGRADE OF SPORT FACILITIES IN OVAL STADIUM AT LAVENDAR VALLEY, MAKHANDA : Professional and consulting services for a period of three (3) years										
1	The period of performance is: valid for duration of project										
3.4.1	Communications by e-mail / facsimile is permitted.										
3.5	The location for the performance of the project is Makhanda.										
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.										
3.11	In the event of the service providers poor performance the client shall apply necessary penalties deemed necessary to compensate the client cost										
3.14	The programme shall be submitted within 30 days of the award of the contract. <i>(not required if programme is to be submitted with the tender)</i>										
4.3.1(d)	<p>The Service Provider is required to assist in the obtaining of approvals, licences and permits from the state, regional and municipal authorities having jurisdiction over the project.</p> <p>The issuing of orders with a number of framework contractors covering the same scope of work may be made with and without requiring competition amongst framework contractors. Where competition is required amongst framework contractors, it shall be conducted in a non-discriminatory manner such that competition is not distorted.</p>										
5.4.1	<p>The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule.</p> <p>The Service Provider is required to provide the following insurances:</p> <table border="0"> <tr> <td>Insurance against</td> <td>The insured's legal liability to pay compensation as a result of any actual or alleged (other than by the insured) negligent act, error or omission in the performance of the professional duties of the insured undertaken in the course of business.</td> </tr> <tr> <td>Minimum Cover is:</td> <td>Twice the amount of fees payable to the Service Provider under the Contract, excluding recoverable and reimbursable expenses or the actual cost to rectify works (whichever is greater)</td> </tr> <tr> <td>Period of Cover:</td> <td>For the duration of the Contract OF Twelve (12) months, whichever is greater.</td> </tr> </table> <p><i>It is compulsory for every service provider to provide to client proof of indemnity insurance that will fully cover the client</i></p>	Insurance against	The insured's legal liability to pay compensation as a result of any actual or alleged (other than by the insured) negligent act, error or omission in the performance of the professional duties of the insured undertaken in the course of business.	Minimum Cover is:	Twice the amount of fees payable to the Service Provider under the Contract, excluding recoverable and reimbursable expenses or the actual cost to rectify works (whichever is greater)	Period of Cover:	For the duration of the Contract OF Twelve (12) months, whichever is greater.				
Insurance against	The insured's legal liability to pay compensation as a result of any actual or alleged (other than by the insured) negligent act, error or omission in the performance of the professional duties of the insured undertaken in the course of business.										
Minimum Cover is:	Twice the amount of fees payable to the Service Provider under the Contract, excluding recoverable and reimbursable expenses or the actual cost to rectify works (whichever is greater)										
Period of Cover:	For the duration of the Contract OF Twelve (12) months, whichever is greater.										
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Preliminary design 2. Design 3. Draft tender 										
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule. <i>(omit if not required)</i>										
8.1	The Service Provider is to commence the performance of the services within 30 days of date that the contract becomes effective.										
8.2.1	The signing of contract is concluded within 30 days										
9.1	Copyright of documents prepared for the project shall be vested with the Makana Local Municipality.										
11.1	A Service Provider may not assign or sub-contract a portion or the whole contract to another party without the approval of the Municipality										

Clause	
12.1	<p>Disputes are to be settled in terms of regulation 50 of SCM regulations gazette 27636. 30 May 2005, which reads as follows:</p> <p>(1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes:</p> <p>(a) to assist in the resolution of disputes between the Municipality and other persons regarding:</p> <p>(i) any decisions or actions taken in the implementation of the supply chain management system; or</p> <p>(ii) any matter arising from a contract awarded in the course of the supply chain management system; or</p> <p>(b) To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.</p> <p>(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.</p> <p>(3) The person appointed must:</p> <p>(a) strive to resolve promptly all disputes, objections, complaints or queries received; and</p> <p>(b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.</p> <p>(4) A dispute, objection, complaint or query may be referred to the provincial treasury if:</p> <p>(a) the dispute, objection, complaint or query is not resolved within 60 days; or</p> <p>(b) no response is forthcoming within 60 days.</p> <p>(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.</p> <p>(6) This section must not be read as affecting a person's rights to approach a court at any time.</p>
12.2 / 12.3	Disputes are to be settled in terms of regulation 50 of SCM regulations gazette 27636. 30 May 2005, as set out above, under 12.1
12.2.1	Disputes are to be settled in terms of regulation 50 of SCM regulations gazette 27636. 30 May 2005, under 12.1
12.3.3	Disputes are to be settled in terms of regulation 50 of SCM regulations gazette 27636. 30 May 2005, under 12.1
12.4.1	Disputes are to be settled in terms of regulation 50 of SCM regulations gazette 27636. 30 May 2005, under 12.1
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of - refer to clause 5.4.1
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 24 months from the date of termination or completion of the Contract unless latent defects.
13.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the contract is limited to actual cost
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.
Other Specific data	The Appointed Service Provider cannot get into a cession or cede any of the works to another service provider.

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:
.....

Physical Address:
.....

Telephone:

Facsimile:

The **authorised and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:
.....

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER:

Part C2: Pricing Data

C2.1 Pricing Assumptions.....

C2.2 Activity Schedule.....

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 190 of 2010), where applicable.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 190 of 2010) is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of work.
 - Quantity: The number of units of work for each item.
 - Rate: The agreed payment per unit of measurement.
 - Amount: The product of the quantity and the agreed rate for an item.
 - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
 - Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Works, expressed as a percentage of a construction contract value or part thereof.
4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.

8. The following table shall be used for proportioning the tendered basic fee for normal services (Item No 2) over the various stages of the services:

Stage of Services	Percentage points for each stage
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	15
Contract administration and Inspection (including Close-Out)	30*

*"Close-Out" has been included under the Contract administration and Inspection Stage of the Service. The Service Provider will be required, at the time of issue of the Certificate of Completion (to the Contractor) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the contractor's defects liability period.

9. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
10. The categories of persons (A, B, C, D) in respect of time based fee rates shall be as defined in Clause 4.4(2) of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 192 of 2010).
11. Where provisional sums are provided in respect of additional services, these amounts may be omitted in part or in full should the additional work not be required. Where additional services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services.
12. Tenderers are referred to Clause 7.2.3 of the Scope of Work and the requirement that a level 3 Construction monitoring service be provided by the service provider. The tendered rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.
13. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
14. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

2.2 Activity Schedule

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2017 (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:-

The 80/20 preference point system will be applicable,
Points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contributor.

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

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

Item No 1: Planning, Studies, Investigations and Assessments

Item No.	Activity Description	Unit	Quantity	Rate	Amount	
					R	c
1.1	Provide Services as described in the Scope of Work in respect of: Inspection of bulk services Collation of information Condition report and priorities Cost estimates Preliminary programme	Sum	1			
	TOTAL OF ITEM No 1 TO SUMMARY					

Where services in respect of Planning, Studies, Investigations and Assessments are to be carried out on a time and cost basis then Item 1.1 can be substituted with the items below:

Item No 1 : Planning, Studies, Investigations and Assessments

Item No.	Activity Description	Unit	Quantity	Rate	Amount R
1.1	Provide Services as described in the Scope of Work in respect of studies and investigations as well as the preparation and submission of reports embodying preliminary proposals/feasibility studies on a time and cost basis: Category A staff Category B staff Category C staff Category D staff	hr hr hr hr	20 40 200 200		
	TOTAL OF ITEM No 1 TO SUMMARY				

Item No 2: Normal Services

Item No.	Activity Description	Tendered Percentage Fee	Amount R c	
2.1	Provide Services as described in the Scope of Work in respect of: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract administration and Inspection Stage 6 – Close-Out	<p>Estimated Contract Value R 10 066 320,00 exclusive of contingencies and VAT (Construction Cost) (a)</p> <p>Tendered basic fee as a percentage of the estimated contract value (a) above</p> <p>_____ % (b)</p>	-	
TOTAL OF ITEM No 2 TO SUMMARY		PRICE (c) = $\frac{(b)}{100} \times (a)$		

Any additional services which may be required (that is, over and above the normal services described), should be listed below, together with a suitable method for pricing such services.

Item No 3: Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
3.1	Additional Services pertaining to all stages of the Project.	-	-	-	-	-
3.1.1	Applying for wayleave conditions and approvals from all services authorities	Sum	1	-		
3.1.2	Services related to targeted procurement	Sum	1	-		
3.2	Provide a level 4 construction monitoring service as described in the Scope of Work	month	9			
3.3	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations,2015	sum	1	-		
	TOTAL OF ITEM No 3 TO SUMMARY					

Item No 4: Recoverable Expenses (Disbursements)

Item No.	Description	Unit	Quantity	Rate	Amount R	c
4.1	Recoverable expenses in respect of printing/copying as specified below:					
	Printing: size A0,	No	100			
	Printing: size A1,	No	100			
	Printing: size A2,	No	1000			
	Printing/copying: size A4 (reports and tender documents only),	No	5000			
	Compilation and binding of reports/tender documents, books of drawings.	No	50			
	Electronic Data provided on Compact Disk	No.	20			
4.2	Recoverable expenses in respect of travelling.	Sum	1	-		
4.3.1	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum	500 000	-	500 000	
4.3.2	Extra over item 4.3.1 above in respect of all other costs, overhead charges and profit.	%	500 000			
	TOTAL OF ITEM No 4 TO SUMMARY					

Other costs incurred (item 4.3.1 above) must include but are not limited to:

- (a) Site surveys;
- (b) Geotechnical investigations;
- (c) Laboratory testing;
- (d) Topographical and land survey;
- (e) Supply of specific equipment;
- (f) Specialist sub-consultants;
- (g) Environmental investigations and studies

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No 1 R

B: TOTAL OF ITEM No 2 R

C: TOTAL OF ITEM No 3 R

D: TOTAL OF ITEM No. 4 R

E: SUB-TOTAL (ITEMS 1 TO 4) R

F: CONTINGENCIES

Allow the sum of 20% (twenty percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required

R

G: TOTAL INCLUDING CONTINGENCIES R

H: VALUE ADDED TAX

ADD: VAT at the rate of 15% of G above

R

I: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (G+H)

R.....

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for **Tender No : MLM/2022-23/INFRA/008 : Upgrade of Sport Facilities in Oval Stadium at Lavendar Valley, Makhanda: Professional and Consulting Engineering Services.**

SIGNED ON BEHALF OF THE TENDERER:

Part C3: Scope of Work

C3.1 Scope of Work

C3.1 Scope of Work

CONTENTS

1. INTRODUCTION
2. BACKGROUND
3. EMPLOYER'S OBJECTIVE
4. DESCRIPTION OF THE SERVICES REQUIRED
5. EXTENT OF THE SERVICES
6. USE OF REASONABLE SKILL AND CARE
7. BRIEF
8. REFERENCE DATA
9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS
10. APPROVALS
11. PROCUREMENT
12. FORMAT OF COMMUNICATION
13. KEY PERSONNEL
14. MANAGEMENT MEETINGS
15. CLAIMS FOR PAYMENT
16. EMPLOYERS RIGHT TO RECOVER COSTS

1. INTRODUCTION

The OVAL STADIUM is one of the oldest and historical facility with great heritage significance in Makhanda.

Makana Local Municipality compiled this Preliminary Technical Report for the purpose of Rehabilitating/ Upgrading of the existing OVAL STADIUM as it is currently vandalised and is being used by the local Makhanda community.

Professional Service Providers are required to provide the professional services necessary to implement projects, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for **BID NO: MLM/2022-23/INFRA/008: UPGRADE OF SPORTS FACILITIES IN OVAL STADIUM AT LAVENDAR VALLEY, MAKHANDA: PROFESSIONAL AND CONSULTING SERVICES**, which will be evaluated using a financial offer and BEE points based system as described in the tender data.

2. BACKGROUND

MAKANA Local Municipality is mandated in terms of the Municipal Systems Act and other legislation to provide infrastructure and services to all people in its area of jurisdiction. The provision thereof is enabled through various funding and implementation mechanisms. To enable the MAKANA Local Municipality to execute its mandate, the Municipality intends to plan and execute the **PROFESSIONAL AND CONSULTING SERVICES FOR UPGRADE OF SPORTS FACILITIES AT OVAL STADIUM LAVENDER VALLEY MAKHANDA** and thus requires professional service provider to assist with the Designs, Construction and Supervision thereof.

3. EMPLOYER'S OBJECTIVE

Makana Local Municipality intends to uplift the social standard of living within its area of jurisdiction by providing sustainable sports infrastructure to its communities. The refurbishment and upgrade of sports facilities in Oval Stadium will improve the condition of the grounds and secure the stadium from vandalism.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 190 of 2010: Guidelines Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified upon in the project brief below.

4.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified upon in the project brief below.

4.3 Additional Services

- (1) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) The provision of all services in respect of wayleave applications and approvals.
 - (ii) The provision of all services related to targeted procurement.
- (2) The provision of a level 4 construction monitoring service as described in Clause 3.3.2 of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 32892, 23 December 2010, as amended or amplified upon in the project brief below.
- (3) The provision of all services in respect of acting as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2015 as described in Clause 3.3.3 of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010.

5. EXTENT OF THE SERVICES

All work (including construction) must be programmed to be completed within twelve (12) months.

The activity schedule has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on the assumed construction cost by the potential service provider. Final fees payable will however be adjusted according actual contract values.

It should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget provision given, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

6. USE OF REASONABLE SKILL AND CARE

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

Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the traveling public and businesses below.

7. BRIEF

7.1 Terms of Reference

The purpose of this contract is to procure the professional services necessary to implement the Employer's objective of rehabilitating and upgrading the current bulk sewer, within the given budget over a three year budget cycle.

The services to be provided in terms of this contract include, inter alia, the assessment, design, tender and project manage the implementation of the project and close out. Additional services to be provided include the provision of a level 3 construction monitoring service, and undertaking the duties of the Client in terms of the **Occupational Health and Safety Act, 1993 (Act No 85 of 1993)** and Construction Regulations, 2015.

The broad scope of services required shall be in accordance with the relevant sections of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

7.2 Specific Requirements

7.2.1 Planning, Studies, Investigations and Assessments

The Service Provider shall inspect the site to familiarise him/herself with the nature of the site and the conditions under which work (both the provision of professional services and construction work by others) is going to have to be executed.

The Service provider shall also assess the characteristics of the effluent, population size to be served and any other business that will have direct impact on the type of treatment process that will be needed as well as assessing the current bulk sewer network.

The Service Provider shall prepare and submit a detailed report presenting the information gathered (including any photographs as may be necessary), the priorities for rehabilitation, cost estimates, and an implementation programme covering the three year budget cycle. Any estimates produced must exclude value added tax (VAT). Inspection reports produced in terms of previous investigations and works undertaken will be made available to the Service Provider for comparative purposes.

7.2.2 Normal Services

7.2.2.1 Stage 1 – Inception

The inception stage of this particular project will involve determining, with the input of the Employer, the scope of the works required for the rehabilitation of the bulk sewer system. Any further investigations and/or for testing should be identified at this stage

7.2.2.2 Stage 2 - Concept and Viability (Preliminary Design)

The service provider must however allow for providing any of those concept and viability services as may be necessary to proceed with and finalise the detail design and tender documentation.

7.2.2.3 Stage 3 - Design Development (Detail Design)

Upon the approval of the preliminary designs where the client who have chosen the preferred technology a written instruction would be issued for the service provider to finalize the design. The final design will include the estimated cost. It must be noted that the Makana Design guidelines will apply and available from engineering department. The life cycle costing will form part of the final design including the estimated maintenance cost post project implementation.

The Service Provider will however be required to search through and collate all available data, drawings and plans necessary to provide the service required in terms of this contract. Any site surveys (visual inspections, measuring to confirm dimensions, etc.) required to corroborate the as-built information provided or any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense.

The Service Provider shall be responsible for all initial service enquiries, wayleave applications and obtaining all conditions from the relevant Service Authorities that are necessary to carry out all work in terms of this project. All applications in this respect must be carried out timeously so that all wayleave conditions can be incorporated into the detail design.

The Service Provider shall be responsible for all negotiations with property owners, business owners lessees and/or tenants on behalf of the employer as regards arrangements for occupation of their premises necessary to execute the work. If necessary, the Service Provider shall liaise with and obtain input from the Local Municipality (Enoch Mgijima) in his regard. This activity is applicable to the Contract administration as well.

The Service Provider shall prepare a full set of accommodation of traffic plans where applicable (including deviations and deviation signage) as a component of the Design Development Stage.

A draft construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, Third Edition 2015, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the draft contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and a draft tender/contract document shall be submitted to the Employer for comment prior to finalising all documentation and going out to tender. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The Service Provider shall prepare detailed estimates of construction costs and submit such to the Employer.

7.2.2.4 Stage 4 – Documentation and Procurement

The Service Provider shall attend a Bid Specification Committee meeting on request prior to the finalisation of the contract documentation and advertising of tenders. All comments of the committee shall be incorporated into the final contract documents.

Detail design drawings, shall be finalised, incorporating any comments of the Employer. Once finalised, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

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

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

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

7.2.2.5 Stage 5 – Contract administration and Inspection

There are no specific requirements over and above those listed in the Guideline Scope of Service specified in Clause 7.1 above.

7.2.2.6 Stage 6 – Close-Out

The Service Provider shall submit operation and maintenance manuals and as-built plans to the Employer in electronic format (preferably .dwg on specific GIS format) as well as one complete set of paper prints.

7.2.3 Additional Services

Service Enquiries/Wayleave Applications

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the various service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

Targeted Procurement

The Service Provider shall provide all services related to targeted procurement in respect of the construction contract.

Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

The Service Provider is required to identify the Engineer's Representative at the time of tender, and will require the Employers approval to replace such individual, which shall not be given unless it can be shown that the replacement has the same, or better, level of qualification and experience.

Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2015, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

If the Service Provider considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2015, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

7.3 Time Frames/Milestones

There are three milestones with respect to this particular project that the Service Provider shall adhere to. These are primarily related to the need to spend the budget in any given financial year, quality and within cost.

The Service Provider shall therefore programme the work (which will include attaching milestones to the contractors work) in such a manner so as to ensure that these objectives are met.

7.4. Reporting Requirements

Reporting done monthly inline with grant funding requirements.

8. REFERENCE DATA

All available reports and data will be given to service provider at no cost.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall take cognisance of, and adhere to, all applicable national and international standards in line with DWAS green drop specification

10. APPROVALS

The Service Provider shall be responsible for obtaining the following approvals:

- Approval of the priorities for rehabilitation, and the implementation programme from the Employer,
- Approval of the detail design, drawings and contract document from the Employer,
- Wayleave approval from all service authorities,
- Approval of the accommodation of traffic plans where applicable,
- Approval of the Engineers Representative from the Employer,
- In respect of time based services, approval of the allocation of staff from the Employer.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider in terms of this contract.

11. PROCUREMENT

11.1 Preference for HDI Equity Ownership – this is irrelevant for this bid. PPPFA shall apply

The Employer applies and promotes the principles of preferential procurement.

In terms of the Employers current Supply Chain Management Policy, which incorporates Preferential Procurement, the target group for consultant (Professional Services Provider) contracts is an EME or QSE with equity ownership in enterprises/businesses performing as prime contractors only. This includes Joint Venture Partnerships which are established with a view to contracting with the Makana Local Municipality in the capacity of a prime contractor.

Service Providers shall note that the Employer regards a consortium and a joint venture as being one and the same. In this regard, the Employer will only enter into a contract with a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable.

11.2 Sanctions Relating to Breaches of Preferencing Conditions

Where a Service Provider is found guilty of misrepresenting any facts in respect of ownership, either in a tender submission, or on the Makana Local Municipality Supplier / Service Provider Database, in order to effect the outcome of a tender, either before or after the award of a contract, then that Service Provider shall be restricted on the supplier database for a period of 12 months and shall be notified accordingly. The effect of such restriction is that no further work will be awarded to the Service Provider

for the duration of the restriction. Furthermore sanctions as provided for in Schedule 16, Part T2.2: Returnable Schedules will be applied.

12. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

13. KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

- A qualified Professional Engineer or Architect or Quantity surveyor with at least ten years verifiable post graduate experience in the analysis and design of different building structures and will be responsible for all work carried out in terms of the tender. The Civil Engineer must be registered with ECSA, and have a minimum of Bsc or B-Eng in Civil Engineering. The Civil Engineer must also have acted as the “Engineer” in terms of the General Conditions of Contract, within the last three years.
- A qualified Professional Technologist with at least five years verifiable post graduate experience in the analysis and design in civil engineering infrastructure (Structural, Water, Waste Water, pumping systems etc.). The Professional Technologist must be registered with ECSA, and have a minimum of B-tech in Civil Engineering.
- A qualified Civil Engineering Technician with at least five years verifiable post graduate experience in construction monitoring, including a minimum of two contracts which have involved Water and Sanitation systems. The Civil Engineering Technician must be registered with ECSA or a candidate, and have a minimum of National Diploma at a recognised tertiary institution in Civil Engineering.

Compliers must ensure that the key personnel listed in this section correspond exactly with the key personnel listed in Clause F.2.1.1.4 of the Tender Data.

14. MANAGEMENT MEETINGS

Other than attendance at at-least monthly site meetings once the construction contract is let, there are no requirements for a regular management meeting in respect of this project. The Service Provider shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at-least one of the key personnel.

15. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

16. EMPLOYER’S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider.

Part C4: Site Information

➤ **Site locality Plant**





UPGRADE OF SPORT FACILITIES IN OVAL STADIUM AT LAVENDAR VALLEY, MAKHANDA

