



**nelson mandela bay**  
M U N I C I P A L I T Y

**INFRASTRUCTURE AND ENGINEERING DIRECTORATE**

**APRIL 2019**

**CONTRACT NUMBER: SCM/19-104/S/2018-2019**

**PROFESSIONAL CIVIL ENGINEERING SERVICES**  
**Water Master Plan**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
<u>Nelson Mandela Bay Municipality</u> The Executive Director: Infrastructure & Engineering Directorate  P O Box 7 Port Elizabeth 6000	<u>Nelson Mandela Bay Municipality</u> Infrastructure & Engineering Directorate Planning and Research Division  Contact Person : Mr Matthew Hills Tel : 041 506 2800 E-Mail: mhills@mandelametro.gov.za

Registered Name of Tenderer:	
<b>TRADING NAME OF TENDERER:</b>	
Registration No. of Entity:	
Contact Person:	Supplier Code:
Tel. No.:	E-mail Address:
Cell No.:	Fax No:

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**SCHEDULE OF DOCUMENTS**

The following documents form part of this Contract:

**A. Available from the Construction Industry Development Board, the S.A. Federation of Civil Engineering Contractors, the S.A. Institute of Civil Engineering, the S.A. Bureau of Standards and the Government printers, as applicable:**

1. Annex F, of the Standard Conditions of Tender of Government Gazette No. 38960 dated 10 July 2015.
2. The Standard Professional Services Contract dated July 2009, as amended by the Contract Data.

**B. Issued to Tenderers:**

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**NELSON MANDELA BAY MUNICIPALITY**  
**INFRASTRUCTURE & ENGINEERING DIRECTORATE**  
**CONTRACT NO. SCM/19-104/S/2018-2019**  
**PROFESSIONAL CIVIL ENGINEERING SERVICES**  
**Water Master Plan**

# THE TENDER

## PART T1: TENDERING PROCEDURES

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**T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

The **Nelson Mandela Bay Municipality** invites tenders for Professional Civil Engineering services for a **Water Master Plan**

Tenderers must enter into a contract, either through joint venture or sub-contracting, with a Targeted Enterprise(s) to perform a minimum of 30% of the value of the work.

Preferences will be offered to tenderers who tender in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) as amended by National Treasury through the Preferential Procurement Regulations, 2017 published in Government Gazette no. 40553, 20 January 2017. The **80/20** Preference Point System will be applied to this tender.

Tenderers must be registered on National Treasury's Central Supplier Database as accredited service providers prior to the evaluation of tenders in order for their tender to be deemed responsive.

Documents may be collected during working hours after 08H00 on **XX XXXXX 2019**. A non-refundable tender deposit of **R XXX.XX [XXX XXXXXXX Rand]** payable by any means to the Nelson Mandela Bay Municipality is required on collection of the tender documents.

Payment is required prior to the collection of tender documents in Port Elizabeth at the cashiers at Ground Floor Mfanasekhaya Gqobose Building (formerly known as Eric Tindale Building), Govan Mbeki Avenue or in Uitenhage at the Treasury Office, Market Street. Proof of payment must be provided.

When payment is made, please quote the following information:

On cash/cheque payment: Vote 1001547769  
On bank transfer payment: Bank account number: 4079533826 and Code 632005  
Account name: NMBM Deposit Account/Primary Deposit account  
Bank: ABSA Bank PE  
Reference: Vote 1001547769

The physical address for the collection of tender documents is as follows:

**The Foyer of the Supply Chain Management Offices, Harrower Road Depot, C/O Buxton Avenue and Harrower Road, North End, Port Elizabeth 6001, Tel no. 041 506 3129 or by prior notification from the Uitenhage Supply Chain Management Office, 17 Sellick Street, Uitenhage, Tel no. 041 994 1111.**

A compulsory clarification meeting with representatives of the Employer and the Employer's Agent will take place in the **13<sup>th</sup> Floor Boardroom of the Mfanasekhaya Gqobose Building (formerly known as Eric Tindale Building), 191 Govan Mbeki Avenue, Central, Port Elizabeth on XX XXXXX 2019 starting at 14H00** where all the contractual and tendering aspects of the document will be explained. Attendance and completion of the attendance register is compulsory for all Tenderers. Tenderers must appear on the attendance register to be considered as being present. Note that Tenderers who are more than 10 minutes late for the meeting will not be allowed to attend the meeting and will not be allowed to sign the attendance register.

Queries relating to the issue of these documents may be addressed to Mr M Hills, Tel: 041 506 2800, Fax: 041 506 1997, E-mail: mhills@mandelametro.gov.za.

Only tenderers who comply with the eligibility criteria stated in the Tender Data are eligible to submit tenders.

The closing time for receipt of tenders is **11H00 on Thursday, XX XXXXX 2019**. Tenders must be enclosed in sealed envelopes, bearing the applicable tender reference number, title of tender, closing date, and closing time.

Tenders must be submitted in the TENDER BOX situated at Supply Chain Management Office, Harrower Road Depot, C/O Buxton Avenue and Harrower Road, Port Elizabeth or Town Hall, Market Street, Uitenhage. Tenders will be publicly opened simultaneously at the latter addresses at the time indicated. A tender must remain valid for a period of **90 days** from the closing date for the submission of tenders. The lowest or any tender will not necessarily be accepted. Telegraphic, telephonic, telex, facsimile, e-mail, posted and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that is issued. More requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

THE BID IS SUBJECTED TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS (2017), STANDARD PROFESSIONAL SERVICES CONTRACT (JULY 2009), AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS)**

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**T1.2 : TENDER DATA**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's revised Standard for Uniformity in Construction Procurement promulgated in Government Gazette No. 38960, Board Notice 136 of 2015 dated 10 July 2015 (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause	Wording / Data
<b>F.1</b>	<b>GENERAL</b>
F.1.1.1	The Employer is the <b>Nelson Mandela Bay Municipality</b> (NMBM).
F.1.1.2	Tenderers shall declare any perceived, known and potential conflict of interest under Returnable Documents, T2.1.14 DECLARATION OF INTEREST OF PERSONS IN SERVICE OF STATE and T2.1.16 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.
F.1.2	Refer to the contents of this document for a complete list of Tender Documents issued by the Employer which includes the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, and Annexures.  The following documents are deemed to also form part of this tender: <ul style="list-style-type: none"> <li>• CIDB Standard Professional Services Contract (July 2009) 3rd Edition of CIDB document 1015; and</li> <li>• Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) - Government Gazette no. 38324, 12 December 2014.</li> </ul>
F1.3.3	<u>Add the following to the Clause:</u>  "g) value of the work means the tender offer less allowances made for VAT, contingencies, time-based fees, and expenses and costs"
F.1.4	The Employer's Agent is the official holding, or acting in, the position of Executive Director: Infrastructure & Engineering Directorate. Acting on his/her behalf is:  Name: Mr Matthew Hills Address: Nelson Mandela Bay Municipality; Infrastructure and Engineering Directorate; Planning and Research Division; P O Box 7; Port Elizabeth; 6000 Tel: 041 506 2800 Fax: 041 506 3158 E-mail: mhills@mandelametro.gov.za
F.1.5.1	<u>Add the following to the Clause:</u>  "This specific tender document comprises of the Employer's tender entitled <b>Water Master Plan</b> "
F.1.6.2	A competitive negotiation procedure will not be followed.
F.1.6.3	A two-stage system will not be followed.
<b>F.2</b>	<b>TENDERER'S OBLIGATIONS</b>
F.2.1.1	The Tenderers are required to complete, sign, and submit the required supporting documentation required for each of the returnable documents contained within:

Clause	Wording / Data
	<p>a) Part T2.1: RETURNABLE DOCUMENTS; and            b) Part T2.2: ADDITIONAL RETURNABLE SCHEDULES.</p> <p>In addition to the above, only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>a) T2.1.36: PROOF OF PROFESSIONAL INDEMNITY INSURANCE            Submission of proof of Professional Indemnity Insurance to the value stipulated.</p> <p>b) T2.2.6: KEY PERSONNEL ASSIGNED TO THE CONTRACT            Each member of the project team must submit proof that they meet the minimum qualification and experience criteria within and attached to a completed CV</p> <p>c) T2.2.10: DETAILS OF ALL PARTNERS / PRINCIPALS IN THE FIRM            At least 50% of Principals/Partners/Directors are registered as professionals with a recognised professional organisation in the category of professional service for which the person is qualified.</p> <p>d) CLAUSE F.3.8.1, F.3.8.2, F.3.8.3, and F.3.8.4            Meets the minimum conditions/requirements as specified.</p> <p>e) CLAUSE F.3.11.3            Meets the minimum functionality scoring requirements as specified.</p> <p>Joint Ventures/Consortiums are permitted provided that the Joint Venture/Consortium is registered on the specified database(s) and that all members of the joint venture submit copies of the returnable documentation or original copies were it is so stipulated.</p> <p>Should the Tenderer not submit or meet the above requirements he will be considered non-responsive.</p>
F.2.2.1	<p><u>Add the following to the Clause:</u></p> <p>“Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer’s Agent.”</p>
F.2.2.2	<p><u>Replace the Clause with the following:</u></p> <p><b>“Requests for Tender Documents, or parts thereof, in Electronic Format:</b></p> <p>The Employer will not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and will only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p> <ul style="list-style-type: none"> <li>• Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.</li> <li>• The electronic version shall not be regarded as a substitute for the issued tender documents.</li> <li>• The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.</li> <li>• The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.</li> <li>• Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right</li> </ul>

Clause	Wording / Data
	<p>to cancel the contract.</p> <p>In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.”</p>
F.2.3	<p><u>Amend the Clause to read:</u></p> <p>“....and notify the Employer’s <b>Agent</b> of any discrepancy....”</p> <p>Tenderers must examine the documents upon receipt to ensure that all pages and drawings (if applicable) are included and are to report any missing pages or drawings. Drawings which are illegible or indistinct, and errors or ambiguities in the Specifications, Bill of Quantities and Drawings or any contradictions between the specifications, Bill of Quantities and Drawings in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of Tenders. Tenderers having any queries relating to discrepancies in, or omissions from the document shall contact the Employer or Employer’s Agent immediately.</p>
F.2.6	<p>All tenderers to acknowledge receipt of any Addenda’s issued and to complete and sign Form T2.1.21 RECORD OF ADDENDA TO TENDER DOCUMENTS.</p>
F.2.7	<p>For particulars regarding the compulsory clarification meeting (and/or site inspection meeting) refer to the T1.1: TENDER NOTICE AND INVITATION TO TENDER of this document.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. (Only Certificates of Attendance of Tenderers that attended the compulsory clarification meeting, will be signed by the Employer or Employer’s representative, after the compulsory clarification meeting has been completed). Addenda may be issued and <b>tenders will be adjudicated only from those tendering entities appearing on the attendance list if their Certificate of Attendance was signed by the Employer or Employer’s representative at the compulsory clarification meeting.</b></p> <p>Tender documents will not be made available at the site visit and/or clarification meeting.</p>
F.2.8	<p><u>Amend the Clause to read:</u></p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer or Employer’s Agent at least <b>five</b> working days before the closing time for receipt of tenders as stated in the tender data.”</p>
F.2.11	<p><u>Add the following to the Clause:</u></p> <p>“In the event of an error having been made on the Bill of Quantities, it shall be crossed out in non-erasable ink and be accompanied by a signature of each signatory to the Tender at each and every price alteration.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tipp-Ex or similar product.</p> <p>No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. <b>If correction fluid has been used, the tender as a whole will be rejected and classified to be non-responsive by the Employer and not be considered.</b></p> <p>The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above.”</p>
F.2.12	<p>No alternative offers will be considered.</p>
F.2.13.2 & F.2.13.3	<p>Each Tenderer is required to return the original completed tender documents, including drawings with all the required information supplied, duly completed in non-erasable ink in all respects <b>together with one (1) copy</b> of Parts T2, C1 and C2.</p> <p>An original Bill of Quantities and Form of Offer and Acceptance (Form C1.1), duly completed and signed by the tenderer, must be returned in respect of the contract for which a tender is submitted.</p>

Clause	Wording / Data
F.2.13.4	<p><u>Add the following to the Clause:</u></p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <b>proof of such authorisation</b> shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b>resolution</b> of each company of the Joint Venture/Consortium together with a resolution by its members authorising a member of the Joint Venture/Consortium to sign the documents on behalf of the Joint Venture/Consortium.</p> <p><b>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.”</b></p>
F.2.13.5	<p>The identification details are as follows:</p> <ul style="list-style-type: none"> <li>• Tender Reference number: SCM/19-104/S/2018-2019</li> <li>• Title of Tender: Professional Civil Engineering Services - Water Master Plan</li> <li>• <b>Closing Date: XX April 2019</b></li> <li>• Closing Time: 11H00</li> </ul> <p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Boxes: <b>Foyer of the Supply Chain Management Office, Harrower Road Depot, C/O Buxton Avenue and Harrower Road, Port Elizabeth or Town Hall, Market Street, Uitenhage.</b></p> <p>Tenders shall be delivered in sealed envelopes.</p>
F.2.13.6	A two-envelope system will not be followed.
F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted.
F.2.14	<p><u>Add the following to the Clause:</u></p> <p>“Accept that the Employer in the evaluation of tenders take due account of the Tenderer’s past performance in executing similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Scope of Works successfully within the contract period and satisfy the Employer as to his ability to perform and complete the Scope of Works timeously, safely and with satisfactory quality, by furnishing details in PART T2: RETURNABLE DOCUMENTS.”</p> <p>The tenderer is required to provide all the data or information as requested below:</p> <ol style="list-style-type: none"> <li>1) All the documents and schedules as listed under T2.1: RETURNABLE SCHEDULES</li> <li>2) All the documents as listed under T2.2: ADDITIONAL RETURNABLE SCHEDULES”</li> </ol>
F.2.15.1	The closing date and time for submission of tender offers is as stated in the T1.1: TENDER NOTICE AND INVITATION TO TENDER.
F.2.16	The tender offer validity period is <b>90 days</b> . If the expiry date coincides with a public holiday, or any other non-working day, the validity shall expire at close of business on the Employers first

Clause	Wording / Data
	working day following the 90-day period. The validity will automatically be extended beyond the initial tender offer validity period unless an objection is received from the Tenderer in writing five working days before the expiry date.
F.2.18	The Tenderer shall, when requested by the Employer, submit the names of all management and supervisory staff that will supervise the Targeted Enterprise(s) portion of the value of the work together with satisfactory evidence that such staff members satisfy all requirements as specified in PART C3: SCOPE OF WORK.
F.2.19	Access shall be provided by the Tenderer to his premises during working hours for inspections, tests and analysis.
F.2.20	The successful Tenderer will be required to submit proof of Professional Indemnity Insurance in the prescribed format from an approved insurer or financial institution prior to the commencement of this contract as specified in T2.1.36: PROOF OF PROFESSIONAL INDEMNITY INSURANCE.
F.2.23	<p>The tenderer is required to submit the following certificates:</p> <p>1) Refer to the requirements of each returnable document within T2.1: RETURNABLE DOCUMENTS and T2.2: ADDITIONAL RETURNABLE SCHEDULES for the certificates to be returned with the tender.</p> <p>Failure to comply with any of the above shall result in the tender being considered non-responsive.</p> <p>Regarding T2.1.8: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE, the tenderer is required to submit:</p> <p>1) An <b>original</b> and <b>valid</b> B-BBEE status level verification certificate, or a certified copy thereof, substantiating their B-BBEE rating. Exempted Micro Enterprises must submit a certificate issued by a registered auditor, accounting office (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984) or an accredited verification agency. In the case of a Joint Venture/Consortium an original and valid B-BBEE status level verification certificate, or a certified copy thereof, substantiating their B-BBEE rating, must be submitted for the Joint Venture/Consortium.</p> <p>Failure to comply with the above shall result in the Tenderer being allocated zero Preference Points (refer to clauses 3.11.2 and 3.11.3).</p>
F.2.24	<p><u>Add the following new Clause:</u></p> <p>“Accept that no Tenderer shall make any attempt either directly or indirectly to contact any of the Employer’s Employee’s or the Employer or the Employer’s Agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”</p>
F.2.25	<p><u>Add the following new Clause:</u></p> <p>“Accept that the Employer is prohibited to award a tender to a person:</p> <p>a) who is in the service of the state; or</p> <p>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>“<i>In the service of the state</i>” means to be:</p> <p>a) a member of:</p> <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p>

Clause	Wording / Data
	<p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire (refer to T2.1.14: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE) for the declaration of interests in the tender of persons in service of state Returnable Schedules must be completed.”</p>
F.2.26	<p><u>Add the following new Clause:</u></p> <p>“Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including:</p> <p>a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire (refer to T2.1.14) for the declaration of interests in the tender of persons in service of state Returnable Schedules must be completed in full and signed.”</p>
F.2.27	<p><u>Add the following new Clause:</u></p> <p><b>“Scope of Mandatory Subcontract Works</b></p> <p>The Nelson Mandela Bay Municipality will enforce that a minimum of thirty percent (30%) of the value of the work shall be contracted to a Targeted Enterprise(s) through joint venture or sub-contracting. In the case of sub-contracting, the Tenderer shall declare their proposed sub-contractor(s) within a tender returnable (refer to T2.1.31: SCHEDULE OF PROPOSED SUBCONTRACTORS) and enter into a contract with the sub-contractor(s) after award of tender.</p> <p>All related requirements as specified in PART C3: SCOPE OF WORK must be satisfied.”</p>
F.2.28	<p><u>Add the following new Clause:</u></p> <p><b>“Municipal Billing Clearance Certificate</b></p> <p>Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality. If the tender amount is expected to be more than R10m the period for arrears reduce to one month.”</p>
F.2.29	<p><u>Add the following new Clause:</u></p> <p><b>“Additional Conditions of Bid</b></p> <ol style="list-style-type: none"> <li>1. The Employer/Employer’s Agent may also request that the Tenderers provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3. The bid document shall be submitted as a whole and shall not be taken apart.</li> </ol> <p><b>NB: If PART T2 is not completed in full and signed by the bidder, the tender offer will be declared no-responsive.”</b></p>
F.3.1	<b>THE EMPLOYER’S UNDERTAKINGS</b>
F.3.1.1	Change “five working days” to “seven working days”.
F 3.4	The time and location for the opening of tender submissions are stated in the T1.1: TENDER NOTICE AND INVITATION TO TENDER.

Clause	Wording / Data
F.3.5	A two-envelope procedure will not be followed.
F.3.8.1	<p><u>Replace F.3.8.1 a) to c) with the following:</u></p> <p>“</p> <p>a) meets the minimum <b>conditions/requirements</b> as specified in accordance with F.3.8.2, F.3.8.3, and F.3.8.4,</p> <p>b) complies with the requirements of these Conditions of Tender,</p> <p>c) has been properly and fully completed and signed, and</p> <p>d) is responsive to the other requirements of the tender documents.”</p>
F.3.8.2	<p><u>Add the following new paragraph directly after F.3.8.2 c):</u></p> <p>“Besides the requirement stated in Clause F.2.1.1, a tender offer that does not meet the minimum conditions/requirements as specified below, will also be deemed non-responsive:</p> <p>Technical criteria for determining responsiveness is as follows:</p> <p>1) “T2.1.23: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE” and “T2.1.27: SCHEDULE OF CONTRACTS AWARDED TO TENDERER BY ORGANS OF STATE” to be completed and details provided for the last 3 years. <u>Note</u> that the references may be contacted to verify the tenderers performance which can result in the Tender Offer being considered non-responsive if not satisfactory.”</p>
F.3.8.3	<p><u>Add the following new Clause:</u></p> <p>“With reference to T2.2.5: CONTRACT ORGANOGRAM and T2.2.6: KEY PERSONNEL ASSIGNED TO THE CONTRACT, the stated key personnel will be considered as part of the offer.</p> <p>If the personnel indicated is no longer available at award, personnel with similar or better qualifications and experience shall be presented to the Employers Agent for approval.”</p>
F.3.8.4	<p><u>Add the following new Clause:</u></p> <p>“Tenders will be considered non-responsive if inter-alia:</p> <p>1) The tenderer does not comply with the minimum conditions/requirements listed in F.2.1, F.3.8.1, F.3.8.2 and F.3.8.3 above.</p> <p>2) The tenderer has failed to clarify, or submit any supporting documentation within the time for submission stated in the employer’s written request.”</p>
F.3.11.1	<p>Tenders will be evaluated in terms of the Nelson Mandela Bay Municipality’s Supply Chain Management Policy (Revision 5), as adopted by the Council on 29 March 2018. Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and associated Regulations.</p> <p>The method for the evaluation of responsive tenders shall be <b>Method 2: Functionality, Price and Preference</b> as described under Clause F.3.11.3.</p> <p>A prerequisite that requires tenders to obtain at least SEVENTY (70) points for functionality will apply, failing which the tender will be declared non-responsive.</p> <p>The 80/20 Preference Point system will then be applied where a maximum of EIGHTY (80) tender adjudication points will be awarded for price and a maximum of TWENTY (20) points for preference. The price for all responsive tenderers will be scored according to clause F.3.11.7. and the preference will be scored according to clause F.3.11.8.</p> <p>The Employer reserves the right to contact references and make enquiries to determine the tenderer’s competence, reliability, experience, reputation, and capability to perform the contract.</p> <p>The Employer will perform a risk analysis in respect of the reasonableness of the price. In accordance with Clause 27(10)(ix) of the NMBM’s Supply Chain Management Policy (Revision 5), the contract must be awarded to a tenderer scoring the highest points. However, if the price offered by a tenderer scoring the highest points is not market related, the NMBM may not award the contract to that tenderer.</p>

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F.3.11.3	<p>The procedure for evaluation of responsive tenders will be Method 2: Functionality, Price and Preference. Tenderers will be required to obtain at least 70 points for Stage 1: Functionality, failing to do so the tender will be declared non-responsive. Evaluation of the tenders that meet the prerequisite requirements of Stage 1: Functionality will then proceed to Stage 2: Price and Preference. Tenders will be given a score out of a maximum of 100 points, after which the highest point scorer for Stage 2: Price and Preference will be recommended for award. The table below summarises the weighted scoring for the evaluation of tenders.</p> <table border="1" data-bbox="300 526 1431 965"> <thead> <tr> <th>No.</th> <th>Item</th> <th>Weight</th> </tr> </thead> <tbody> <tr> <td><b>1</b></td> <td><b>Stage 1 of Evaluation: Functionality</b></td> <td><b>(100)</b></td> </tr> <tr> <td>1.1</td> <td>Similar Projects undertaken by Tenderer</td> <td>20</td> </tr> <tr> <td>1.2</td> <td>Experience of Key Personnel</td> <td>30</td> </tr> <tr> <td>1.3</td> <td>Approach and Methodology</td> <td>15</td> </tr> <tr> <td>1.4</td> <td>Established Local Office</td> <td>15</td> </tr> <tr> <td>1.5</td> <td>Quality Management Systems</td> <td>10</td> </tr> <tr> <td>1.6</td> <td>Software Compatibility with NMBM</td> <td>10</td> </tr> <tr> <td><b>2</b></td> <td><b>Stage 2 of Evaluation - Preference and Price</b></td> <td><b>(100)</b></td> </tr> <tr> <td>2.1</td> <td>Preference Points</td> <td>20</td> </tr> <tr> <td>2.2</td> <td>Price Points</td> <td>80</td> </tr> </tbody> </table> <p><b>STAGE 1: EVALUATION OF TENDER FUNCTIONALITY</b></p> <p>Only Tenderers who score 70 points or more on Stage 1 will be evaluated further and therefore eligible for award. The maximum score for functionality shall be 100, distributed as follows:</p> <table border="1" data-bbox="300 1167 1431 1912"> <thead> <tr> <th>No.</th> <th>Category of Functionality</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td><b>1.1</b></td> <td><b>Similar Projects undertaken by Tenderer (refer to returnable T2.2.4)</b></td> <td></td> </tr> <tr> <td>1.1.1</td> <td>Tenderer has completed <b>4 or more</b> Water Master Plans to the value of at least R150 000.00 each. Proof is to be submitted in the form of copies of Completion Certificates or a letter from the Client confirming satisfactory completion of the work. This proof <b>MUST</b> be submitted within returnable T2.2.4: Similar Projects undertaken by Tenderer.</td> <td>20</td> </tr> <tr> <td>1.1.2</td> <td>Tenderer has completed <b>three</b> Water Master Plans to the value of at least R150 000.00 each. 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<p>Preference points shall be scored in accordance with Regulation 6 (2) or 7 (2) of the Preferential Procurement Regulations, 2017. Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.</p> <p>The 80/20 B-BBEE point system for acquisition of services, works or goods with a Rand value of between R 30,000.00 and R 50,000,000.00 (all applicable taxes included):</p>																						
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4	12																					
5	8																					
6	6																					
7	4																					
8	2																					
Non-compliant contributor	0																					
<p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>Price points shall be scored in accordance with Clause F.3.11.7 and combined with the Preference points in order to calculate a score for each tender.</p> <p>The Scoring of Unincorporated Joint Ventures:</p> <ol style="list-style-type: none"> <li>a. In respect of an unincorporated joint venture, being a joint venture between two or more measured entities, which is not constituted in the form of an incorporated juristic person, <b>a consolidated verification certificate must be submitted</b>. A consolidated verification certificate will consolidate compliance data in respect of all the elements in the construction scorecard of the parties entering into an unincorporated joint venture on a single verification certificate as if those measured entities were a single measured entity.</li> <li>b. The consolidation of compliance data shall be based on a weighting in accordance with the shareholder agreement relevant to the specific joint venture. Hence should two companies enter into an unincorporated joint venture their respective scores in terms of the construction charter will be weighed according to their level of shareholding in the joint venture and added together for a combined score out of 100.</li> </ol>																						

Clause	Wording / Data
F.3.11.7	<p>The financial offer shall then be scored using <b>Formula 2, Option 1</b> within Table F.1 of the Standard Conditions of Tender (Section T1.3 of this document) where the value of <math>W_1</math> is:</p> <ul style="list-style-type: none"> <li>a) 90 where the financial value inclusive of VAT of all responsive tender received have a value in excess of R 50,000,000.00; or</li> <li>b) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.00 but exceeding R 30,000.00.</li> </ul>
F.3.11.8	<p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the Preference Form within T2.1.10: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (Form MBD 6.1) (80/20 version) and who are found to be eligible for the preference claimed based on the submission of a valid B-BBEE certificate appended to T2.1.8 BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE.</p>
F.3.13	<p>In addition to the requirements of Clause F.3.13, a tender will only be accepted if:</p> <ul style="list-style-type: none"> <li>g) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>h) the tenderer has not: <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>i) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract;</li> <li>j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>k) Tenders containing any one or more of the errors or omissions, or tenders not having complied with any one of the pre-emptory tender conditions as detailed in this tender document, shall not be considered and shall automatically be rejected;</li> <li>l) The Form of Offer and Acceptance is correctly completed and signed;</li> </ul>
F.3.16.1	<p><u>Replace the Clause with the following:</u></p> <ul style="list-style-type: none"> <li>a) Before accepting the tender of the successful Tenderer the Employer shall notify the successful Tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer.</li> <li>b) No rights shall accrue to the successful Tenderer in terms of this notice until after completion of the process of Disputes, Objections, Complaints and Queries, as per Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005), and the process of Appeals as per Section 62 of the Systems Act, 32 of 2000, has been completed.</li> <li>c) On completion of the above-mentioned processes the Employer will sign the Acceptance part of the Form of Offer and Acceptance.</li> </ul>
F.3.16.2	<p><u>Replace the Clause with the following:</u></p> <p>The Employer shall, at the same time as notifying the successful Tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.</p>
F.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
<b>F.4</b>	<b>ADDITIONAL CONDITIONS OF TENDER</b>
F.4.1	<p><u>Add the following new Clause:</u></p> <p><b>Negotiations with Preferred Tenderers:</b></p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a</p>

Clause	Wording / Data
	<p>competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> <li>• Does not allow any preferred tenderer a second or unfair opportunity;</li> <li>• Is not to the detriment of any other tenderer; and</li> <li>• Does not lead to a higher price than the tender as submitted.</li> </ul>
F.4.2	<p><u>Add the following new Clause:</u></p> <p><b>Claims Arising after Submission of Tender:</b></p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> <li>1) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract;</li> <li>2) visited the site of any proposed works; and</li> <li>3) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</li> </ol> <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.</p>
F.4.3	<p><u>Add the following new Clause:</u></p> <p><b>Unreasonable or Out of Proportion Rates:</b></p> <p>A tender may be rejected if the rates for any of the items in the bills of quantities are, in the opinion of the Employer, unreasonable or out of proportion. The Tenderer will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates for the relevant items. Should the Tenderer fail to agree to adjust the or provide substantive evidence that, in the opinion of the Employer, justifies the unreasonable or out of proportion rates, the tender will be declared non-responsive.</p>
F.4.4	<p><u>Add the following new Clause:</u></p> <p><b>Miscellaneous Special Conditions of Contract:</b></p> <p>In accordance with the Employers' Supply Chain Management Policy, the following special conditions of contract apply:</p> <ol style="list-style-type: none"> <li>a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered.</li> <li>b) When comparative prices must be calculated, any discounts which have been offered unconditionally will be taken into account.</li> <li>c) A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment to a tenderer in respect of an accepted tender is effected.</li> <li>d) Points scored will be rounded off to the nearest 2 decimal places.</li> <li>e) In the event that two or more tenders score equal total points, the successful tender will be the one scoring the highest number of preference points for B-BBEE.</li> <li>f) When functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender will be the one scoring the highest score for functionality.</li> <li>g) Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.</li> </ol>

**T1.3 : STANDARD CONDITIONS OF TENDER**

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## CIDB STANDARD CONDITIONS OF TENDER

*(July 2015 edition)*

As published in Annex F of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Construction Procurement in Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015.

Note that should there be any discrepancies between this reproduction and the original document, the contents of the original document will prevail.

### F.1 General

#### F.1.1 Actions

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

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

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

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all

- c) unconditional discounts it can be utilised to have been taken into consideration;
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) functionality means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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

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

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

**F1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

**F1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**F.2.2 Cost of tendering**

**F2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14** **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.2.17** **Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and

correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

### **F.3.2 Issue Addenda**

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

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

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

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

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

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

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

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

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

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

- a) complies with the requirements of these Conditions of Tender,

- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

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

### **F.3.9 Arithmetic errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.3.10 Clarification of a tender offer**

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

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

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price

- 2) Score points for B-BBEE contribution
- 3) Add the points scored for price and B-BBEE.

**F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- (1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- (2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- (3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million**

- (4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

where:

- $P_s$  Points scored for comparative price of tender or offer under consideration;  
 $P_t$  Comparative price of tender or offer under consideration; and  
 $P_{min}$  Comparative price of lowest acceptable tender or offer

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million**

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

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

where:

- $P_s$  Points scored for comparative price of tender or offer under consideration;  
 $P_t$  Comparative price of tender or offer under consideration; and  
 $P_{\min}$  Comparative price of lowest acceptable tender or offer

- (5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:

$N_{FO}$  is the number of tender evaluation points awarded for price.

$W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sub>a</sub>	Option 2 <sub>a</sub>
1	Highest price or discount	$A = \frac{(1 + (P - P_m))}{P_m}$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \frac{(1 - (P - P_m))}{P_m}$	$A = P_m / P$
<p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favourable comparative offer.  <math>P</math> is the comparative offer of the tender offer under consideration.</p>			

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring functionality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_S$$

where:

$S_0$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

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

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

**F.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

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

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

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

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

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

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

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

**F.3.19 Transparency in the procurement process**

**F.3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

**F.3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F.3.19.4** The client must publish the information on a quarterly basis which contains the following information:

- a) Procurement planning process
- b) Procurement method and evaluation process
- c) Contract type
- d) Contract status
- e) Number of firms tendering
- f) Cost estimate
- g) Contract title
- h) Contract firm(s)
- i) Contract price
- j) Contract scope of work
- k) Contract start date and duration
- l) Contract evaluation reports

**F.3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F.3.19.6** Consultative Forum must be an independent structure from the bid committees.

**F.3.19.7** The information must be published on the employer's website.

**F.3.19.8** Records of such disclosed information must be retained for audit purposes

**NELSON MANDELA BAY MUNICIPALITY**  
**INFRASTRUCTURE AND ENGINEERING DIRECTORATE**  
**CONTRACT NO.: SCM/19-104/S/2018-2019**  
**PROFESSIONAL CIVIL ENGINEERING SERVICES**  
**Water Master Plan**

# TENDER

## PART T2: RETURNABLE DOCUMENTS

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**T2.1 : RETURNABLE SCHEDULES**

Each tenderer is required to complete and return the tender documents issued.

The following documents are also to be completed and returned, as they constitute part of the tender.

Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer.

**For this reason, it is very important that tenderers complete, sign submit and return all information, documents and schedules, as requested and relevant.**

<b>1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion) – Failure to complete these applicable documents will result in the tender offer being deemed non-responsive and disqualified from further consideration</b>			<b>Page</b>
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<b>RETURNABLE SCHEDULES REQUIRED FOR <u>TENDER EVALUATION PURPOSES</u> – CONTINUED (Included hereafter for completion) – Failure to complete these applicable documents will result in the tender offer being deemed non-responsive and disqualified from further consideration</b>			<b>Page</b>
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**T2.1.1 : AUTHORITY OF SIGNATORY**

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

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

**A Certificate for Company**

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

**As witnesses :**

1. .... Chairman : .....
2. .... Date : .....

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			

**NOTE:**  
 1. \*Delete which is not applicable  
 2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise  
 3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**B Certificate for Partnership**

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

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:**  
 1. \*Delete which is not applicable  
 2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise  
 3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**C Certificate for Joint Venture and Consortia**

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

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

NAME OF FIRM	Lead Partner (X)	ADDRESS	% of Contract Value	AUTHORISING SIGNATURE, NAME & CAPACITY

**D Certificate for Sole Proprietor**

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

trading as .....

**As witnesses :**

1. .... Signature : Sole owner : .....
2. .... Date : .....

**E Certificate for Close Corporation**

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

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:**

1. \*Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**T2.1.2 : PAYMENT OF MUNICIPAL ACCOUNTS**

**Attach as part of your tender submission a valid Billing Clearance certificate from the Nelson Mandela Bay Municipality and any other Local municipal entity.**

In terms of Section 38(1)(d)(i) of the Supply Chain Management Regulation, the Accounting Officer must reject any bid from a bidder if any municipal rates and taxes or service charges owed by that bidder or any of its directors to any Municipality, or to any other municipal entity, are in arrears for more than three months. In this regard, the following is also required:

- In the event that the bidder (company) or directors are renting the premises a valid rental agreement must be submitted.
- Statement of accounts submitted must not be older than three months
- Bidders who reside outside the NMBM must submit a Billing Clearance Certificate from the NMBM and an updated Statement of Municipal Accounts from their respective municipality.

The bidder shall attach on this page, a Municipal Accounts Billing Clearance Certificate, which provides proof that his/her payment of Municipal Accounts is up-to-date. The abovementioned information must be submitted with your bid document before the closing date.

The municipality reserves the right to request an updated Billing Clearance Certificate/municipal account.

These certificates are obtained from the Supply Chain Management Offices, Corner Buxton Avenue and Harrower Road, North End, Port Elizabeth.

Billing Clearance Tel: 041 506 3136  
Fax: 086 577 3809  
Email: [billclear@mandelametro.gov.za](mailto:billclear@mandelametro.gov.za)

**T2.1.3 : VALID TAX CLEARANCE CERTIFICATE**

In terms of Clause 14(1)(b) of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet with the bidders' tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 001 form, Application for a Tax Clearance Certificate (TCC) and submit it to any SARS branch office nationally. The TCC requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a TCC that will be valid for a period of one (1) year from the date of approval.
3. The tenderer must attach to this page an **original** and **valid** TCC issued by SARS in respect of his/her company, close corporation or partnership. Failure to submit the original and valid TCC will result in the invalidation of the bid. Certified copies of the TCC will not be accepted.

Alternatively, the tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

Tax Compliance Status PIN	.....
---------------------------	-------

4. In the case of a Joint Venture/Consortium, an **original** and **valid** TCC issued by the South African Revenue Services must be submitted for the Joint Venture/Consortium or individual, **original** and **valid** TCC's for all the members of the Joint Venture/Consortium. An alternative would be to submit a Tax Compliance Status PIN for the Joint Venture/Consortium or for all the members of the Joint Venture/Consortium.
5. Copies of the TCC 001 form are available from any SARS branch office nationally or on the website, [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the TCC may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website, [www.sars.gov.za](http://www.sars.gov.za).

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

#### T2.1.4 : PROOF OF REGISTRATION WITH SUPPLIER DATABASES

All existing and prospective service providers/creditors to the NMBM supplier database should note that the database is scheduled to be non-operative in the near future. Registration with the electronic Central Suppliers Database (CSD), developed by National Treasury, will be the requirement for all existing and prospective service providers/creditors to NMBM once NMBM supplier database becomes non-operative. Visit [www.csd.gov.za](http://www.csd.gov.za) for self-registering.

In the interim period, prospective tenders are required to submit proof of registrations for **BOTH** NMBM supplier database and CSD.

Prospective tenderers should however still send the following to the NMBM SCM Compliance Officer for verification:

- Municipal Billing Clearance Certificate
- National Housing Board Registration Council (NHBRC) Status
- Construction Industry Development Board (CIDB) and
- Broad-Based Black Economic Empowerment (B-BBEE) Certificate

The NMBM SCM Compliance Officer can be contacted on:

- 041 506 3274/3266 or [scmdatabase@mandelametro.gov.za](mailto:scmdatabase@mandelametro.gov.za)

In the case of a Joint Venture/Consortium, proof of registrations for **BOTH** NMBM supplier database and CSD must be provided for the Venture/Consortium, or proof of registrations for **BOTH** NMBM supplier database and CSD for all the members of the Joint Venture/Consortium is permitted.

**T2.1.5 : BUSINESS REGISTRATION DOCUMENTS**

Attach as part of your tender submission proof of valid registration to the companies and intellectual property commission documents of incorporation of company, close corporation, partnership, sole proprietor or a joint venture.

In the case of a joint venture, the tenderer shall include all the documents of all the entities involved in the joint venture.

Sole proprietors are exempted and are only required to submit a copy of their identification document and bidders tax clearance certificate.

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**T2.1.6 : THREE (3) YEAR AUDITED FINANCIAL STATEMENTS**

Tenderers must attach hereto original audited financial statements of their company for the past three years. In the case of a joint venture, audited financial statements of all companies must be attached.

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**T2.1.7 : VAT REGISTRATION CERTIFICATE**

Tenderers must attach hereto a copy of their VAT registration as proof that they are a VAT vendor. In the case of a joint venture a VAT registration certificate must be submitted for the registered joint venture.

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**T2.1.8 : BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE**

1. Valuation of preference points is based on tenderers' scorecards in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009. In terms of Government Notice 810 of 31 July 2009, only B-BBEE Verification Certificates issued by Accredited Verification Agencies or Verification Agencies that are in possession of a valid pre-assessment letter from the South African National Accreditation System (SANAS) will be valid.
2. However, despite the above, all Verification Certificates issued by non-accredited Verification Agencies before 1 February 2010 will be valid for 12 (twelve) months from the date of issue on condition that the Verification Agency is registered with ABVA (see [www.abva.co.za](http://www.abva.co.za) for details)
3. Tenderers shall therefore submit their company's scorecard by attaching to this page a B-BBEE Verification Certificate. The B-BBEE Verification Certificate must indicate the OWNERSHIP (Bo) details.
4. The Verification Certificate must be current, meaning that it must have been issued more recently than 12 (twelve) months prior to the tender closing date.
5. In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificates must be submitted for the JV or a score of zero points will be applied.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

DRAFT

**T2.1.9 : JOINT VENTURE (JV) AGREEMENT**

Tenders must attach hereto a signed copy of the Joint Venture agreement.

DRAFT

**T2.1.10 : FORM MBD 6.1 : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

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:

- a) The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- b) The 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 **The value of this bid is estimated to be below R50 000 000.00 (all applicable taxes included) and therefore the (80/20) system shall be applicable.**

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:  
  1. B-BBEE Status level certificate issued by an authorized body or person;
  2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  3. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 The 80/20 Preference Point Systems

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

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

where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 3.2 The 90/10 Preference Point Systems

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

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

where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

4.1 In terms of Regulation 6 (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>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 6.1 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]*

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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]*

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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

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

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

8.1 NAME OF FIRM .....

8.2 VAT REGISTRATION NUMBER .....

8.3 COMPANY REGISTRATION NUMBER .....

8.4 TYPE OF COMPANY/ FIRM

*[tick applicable box]*

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

*[tick applicable box]*

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

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-BBEE status level of contribution 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 contribution 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 *audialterpartem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES:

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE: .....

ADDRESS: .....

.....

.....

**T2.1.12 : STATUS OF CONCERN SUBMITTING TENDER**

**1. General**

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

(Mark the appropriate option below)

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

**2. Information to be Provided**

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act 1984, Act 69 of 1984.	CIPC CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (including Companies incorporated under Art 53 (b)).	Copies of: a) CIPC CM 1 - Certificate of Incorporation b) CIPC CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
5	Sole Proprietary or a Partnership.	Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement.
6	Co-operative.	CIPC CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).

If the Tendering Entity is a:		Documentation to be submitted with the tender
7	Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

**Note:**

- 1.) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- 2.) Include a copy of the Certificate of Change of Name (CM9) if applicable.
- 3.) **Registered for Vat Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

REGISTRATION NO: .....

**T2.1.14 : DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE**

THIS FORM MUST BE COMPLETED IN FULL AND SIGNED. FAILURE TO COMPLY WILL RESULT IN THE TENDER BEING DISQUALIFIED.  
(Refer to Clauses F2.25 and F2.26 in the Tender Data)

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

(Tick)

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

If so, state particulars:

.....

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

.....

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

(Tick)

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

If so, state particulars:

.....

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

(Tick)

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

If so, state particulars:

.....

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

(Tick)

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

If so, state particulars:

.....

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

(Tick)

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

If so, state particulars:

.....

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

DRAFT

**T2.1.15 : COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

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

\* Insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

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

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

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.1.16 : DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This form serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a. abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being disqualified.

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

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

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.1.18 : CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
(Contract number and title)

In response to the invitation for the bid made by:

.....  
(Name of Municipality)

Do hereby make the following statement 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 consortium \* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) Prices;
  - b) Geographical area where product or service will be rendered (market allocation)
  - c) Methods, factors or formulas used to calculate prices
  - d) The intention or decision to submit or not to submit, a bid;
  - e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) Bidding with the intention not to win the bid.

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

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition act no. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the prevention and combating of Corrupt Activities Act no. 12 of 2004 or any other applicable legislation.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

DRAFT

**T2.1.19 : DECLARATION OF INDEMNITY**

I, ....., the undersigned for an on behalf of

..... (herein referred to as "the Consultant") indemnify and safeguard the Nelson Mandela Bay Municipality and its Employees against all action, suits, proceedings, claims, demands, costs and expenses whatsoever which may be instituted, brought or sent, or may be incurred or be payable by the Council arising out of or in connection with any damage, death or injury caused or alleged to have been caused by or as a result of any act, omission by the contractor and/or the Consultants Employees or Employees arising out of work done in connection with or arising out of the following contract.

Contract number : .....

Contract description : .....  
: .....  
: .....  
: .....

Full name and Surname: ..... Signature: .....

Place: ..... Date: .....

Capacity: .....

For and on behalf of: .....

To be completed by a Commissioner of Oath:

I hereby declare that the above Declaration was made before me.

Full Name and Surname of Commissioner of Oath: .....

ID number: .....

Signature: .....

**T2.1.21 : RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.1.22 : PROPOSED AMENDMENTS**

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL
		DRAFT

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.1.23 : SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE**

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

The following is a statement of 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
DRAFT			

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.1.27 : SCHEDULE OF CONTRACTS AWARDED TO TENDERER BY ORGANS OF STATE IF  
 GREATER THAN R10 MILLION**

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

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

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

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

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.1.31 : SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

Note: The below list is to include the proposed Targeted Enterprise(s) that the Tenderer wishes to utilize in order to meet the requirements of the Contract.

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.1.35 : CERTIFICATE OF ATTENDANCE OF COMPULSORY CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of ..... (Address)

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

..... (location) on ..... (date), starting at.....

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

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity ..... Date & Time .....

**T2.1.36 : PROOF OF PROFESSIONAL INDEMNITY INSURANCE**

The Tenderer is to attach proof of the minimum level of Professional Indemnity Insurance required, or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should they be awarded the tender.

The value shall be, in respect of each and every claim, either a minimum of R 5,000,000.00 (five million Rand) or twice the value of the work, whichever is the greater, to the satisfaction of the Employer.

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**T2.2.1 : COMPANY INFORMATION FOR TENDERS GREATER THAN R10 MILLION**

The tenderer is required by law to prepare annual financial statements for auditing and is therefore requested to provide audited annual financial statements:

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

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

- (1) Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

If so, state particulars

.....

- (2) Have any contracts been awarded to the tenderer by an organ of state during the past five years? **YES / NO**

If so, state particulars

.....

- (3) Has there been any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

If so, state particulars

.....

- (4) Is any portion of the goods or services expected to be sourced out from outside the Republic? **YES / NO**

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

.....

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.2.2 : FINANCIAL REFERENCES**

The tenderer shall attach to this form a letter from the bank at which he/she declares he/she conducts his/her account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the submission may render the tenderer's offer unresponsive in terms of the tender condition F3.8.

The tenderers banking details as they appear below shall be completed.

In the event that the tenderer is a joint venture enterprise, details of all members of the joint venture shall be similarly provided and attached to this form.

Description	Details
<b>Name of account holder</b>	
<b>Account number</b>	
<b>Name of bank</b>	
<b>Branch name</b>	
<b>Branch code</b>	
<b>Bank rating</b> (current rating, attach letter from bank)	
<b>Bank and branch details</b>	

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.2 : ADDITIONAL RETURNABLE SCHEDULES**

Each tenderer is required to complete and return the tender documents issued.

The following documents are also to be completed and returned, as they constitute part of the tender.

Whilst many of the returnables are required for the purpose of evaluating the tenders, some will also form part of the subsequent contract, as they form the basis of the tender offer.

**For this reason, it is very important that tenderers complete, sign submit and return all information, documents and schedules, as requested and relevant.**

<b>1. ADDITIONAL RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT – Failure to submit this applicable documents will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result to the tender offer being disqualified from further consideration</b>			<b>Page</b>
T 2.2.3	Company Profile	Tick if completed and submitted	71
T 2.2.4	Similar Projects Undertaken by Tenderer	Tick if completed and submitted	72
T 2.2.5	Contract Organogram	Tick if completed and submitted	73
T 2.2.6	Key Personnel Assigned to the Contract	Tick if completed and submitted	74
T 2.2.7	Approach and Methodology	Tick if completed and submitted	76
T 2.2.8	Quality Management System	Tick if completed and submitted	77
T 2.2.9	Software Compatibility with NMBM	Tick if completed and submitted	78
T 2.2.10	Details of All Partners / Principals in the Firm	Tick if completed and submitted	79

<b>2. OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (Included hereafter for completion) – Failure to submit the applicable documents will result in the tender offer being deemed non-responsive and disqualified from further consideration</b>			<b>Page</b>
C 1.1	Form of Offer and Acceptance	Tick if completed and submitted	81
C 1.2	Contract Data	Tick if completed and submitted	85
C 2.1	Pricing Instructions	Tick if completed and submitted	92
C 2.2	Bill of Quantities	Tick if completed and submitted	94
C 2.3	Summary of the Bill of Quantities	Tick if completed and submitted	96
T 2.1.21	Record of Addenda to Tender Documents	Tick if completed and submitted	61
T 2.1.22	Proposed Amendments	Tick if completed and submitted	62

**T2.2.3 : COMPANY PROFILE**

The Tenderer must attach to this page their brief company profile, along with the company profile(s) of any other companies, including Targeted Enterprise(s), that they plan to enter into a Joint Venture or Sub-Consultancy Agreement with.

**Included within the supporting documents attached to this returnable should be proof of ownership or lease of the building from which the local office operates from, which is within the boundaries of the NMBM, and proof that it has been occupied by the local office for at least the three months prior to the date of tender closing.**

It will be a requirement that at least 50% of the key personnel operate from a local office, which is within the boundaries of the Nelson Mandela Bay Municipality, for the duration of the contract.

Company Name	Main Tenderer / JV Partner / Sub-Consultant	Address of Local Office

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.2.4 : SIMILAR PROJECTS UNDERTAKEN BY TENDERER**

Tenderers are to provide details of projects completed with a similar scope. Proof of completion and value of each project, in the form of copies of Completion Certificates or a letter from the Client confirming satisfactory completion of the work, along with contact information for references, is to be attached to this returnable.

No.	Project Name	Client	Value of Work
1			
2			
3			
4			
5			
6			
7			
8			
9			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.2.5 : CONTRACT ORGANOGRAM**

The Tenderer must attach to this page an organogram for the contract that contains information on the name and role of each person that will make up the project team. The project team is to comprise of at least 13 individual members that will fulfil at least the following roles:

<b>Team Member</b>	<b>Minimum Requirements for Qualification and Experience</b>
Project Engineer	A minimum of 3 years' experience in water master planning and be a registered with the Engineering Council of South Africa as a Professional Engineer.
Process Engineer	A minimum of 10 years' experience in civil engineering and be a registered with the Engineering Council of South Africa as a Professional Engineer.
Hydraulic Engineer	A minimum of 10 years' experience in civil engineering and be a registered with the Engineering Council of South Africa as a Professional Engineer.
Mechanical Engineer	A minimum of 5 years' experience in mechanical engineering and be a registered with the Engineering Council of South Africa as a Professional Engineer.
Electrical Engineer	A minimum of 5 years' experience in electrical engineering and be a registered with the Engineering Council of South Africa as a Professional Engineer.
Quantity Surveyor	A minimum of 5 years' experience in quantity surveying and be a registered with the South African Council for the Quantity Surveying Profession as a Professional Quantity Surveyor
Town Planner	A minimum of 5 years' experience in electrical engineering and be a registered with the South African Council for Planners as a Professional Planner
GIS Specialist	A minimum of 5 years' experience in GIS work and is registered with the Geo-Information Society of South Africa as a Professional GISc Practitioner or registered with The South African Council for Professional and Technical Surveyors as a Professional Geographical Information Science Practitioner.
Geotechnical Specialist	A minimum of 5 years' experience in geotechnical work on civil engineering projects
Environmental Specialist	A minimum of 5 years' experience in environmental work on civil engineering projects
SCADA & Telemetry Specialist	A minimum of 5 years' experience in SCADA and telemetry work on civil engineering projects
Legal Consultant	A minimum of 3 years' experience in the provision of legal advice on civil engineering projects
Financial & Costing Consultant	A minimum of 3 years' experience in costing of civil engineering projects

Note that no person may fulfil more than one role.

This contract organogram must correlate with the information submitted within the returnable that lists the key personnel assigned to the contract.

**T2.2.6 : KEY PERSONNEL ASSIGNED TO THE CONTRACT**

Curriculum vitae (CV) and certified copies of qualifications must be submitted for each of the proposed key personnel. The format of the CV must conform to the example set out in the following page.

The job description of each key person shall be in accordance with the information submitted within the contract organogram returnable.

Job Description	Full Name	Years of Experience	
		Total	WMP*
Project Engineer			
Process Engineer			
Hydraulic Engineer			
Mechanical Engineer			
Electrical Engineer			
Quantity Surveyor			
Town Planner			
GIS Specialist			
Geotechnical Specialist			
Environmental Specialist			
SCADA & Telemetry Specialist			
Legal Consultant			
Financial & Costing Consultant			

\* Water Master Plans projects only

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**Curriculum Vitae**

Name and Surname	
ID / Passport Number	
Qualifications (Proof to be provided)	
Professional Registration & No. (Proof to be provided)	

Previous Experience with Water Master Plan Projects	No.	Client	Short Description of Project & Project Cost	Duration
	1			
	2			
	3			
	4			
	5			
<b>TOTAL</b>				

### T2.2.7 : APPROACH AND METHODOLOGY

In order to prove that the Tenderer understands the Scope of Work, the Tenderer must attach to this returnable a document that details the proposed approach and methodology that will be undertaken for the contract. The approach and methodology is deemed to be of an acceptable standard should the criteria stipulated below be met:

1. outline the understanding of Scope of Work;
2. outline the proposed methodology and approach to achieve the objectives;
3. outline the key milestone events, activities and outputs;
4. include a competency personnel structure that details who will be directly responsible for each key milestone events, activities and outputs;
5. include an estimated cash flow for the duration of the contract; and
6. include a list of tasks that fall beyond the Scope of Work that could require additional professional fees to be paid for.

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**T2.2.8 : QUALITY MANAGEMENT SYSTEM**

Briefly describe the quality management system incorporated by the Tenderer in their organisation and which will be applicable to this Contract. Attach valid proof thereof.

	Internal	External	Name of responsible Company / Person (In case of Person give years' experience and qualification)
ISO 9001:2008 (or latest applicable revision) certified			
Additional/alternative quality management systems			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.2.9 : SOFTWARE COMPATIBILITY WITH NMBM**

Tenderer are to submit valid proof of a licence for a recognised GIS software package that can produce shapefiles compatible with the EDAMS (Engineering Design and Asset Management System) software package. The Nelson Mandela Bay Municipality currently has a licence through Hydro-Comp Enterprises to utilize EDAMS which forms an integral part of its infrastructure analysis.

<b>Software Package</b>	
-------------------------	--

The software package must be licensed and utilized by the Tenderers local office.

DRAFT

**T2.2.10 : DETAILS OF ALL PARTNERS / PRINCIPALS IN THE FIRM**

The Tenderer is to include details of all Partners / Principals in the Firm in the table below.

Name <i>(Initials + Surname)</i>	ID Number	Professional Registration Body/Organisation <i>(E.g. ECSA)</i>	Professional Registration No. <i>(Where Applicable)</i>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

*I / we hereby certify that the above listed are all the Partners / Principals in our firm whose primary business is to provide independent technology-based intellectual services to employers and which, if a sole practitioner, has a professionally registered person as a principal, or if a partnership, close corporation or company, has at least 50% of its principals registered in the category of professional service for which this application is submitted.*

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**NELSON MANDELA BAY MUNICIPALITY**  
**INFRASTRUCTURE & ENGINEERING DIRECTORATE**  
**CONTRACT NO. SCM/19-104/S/2018-2019**  
**PROFESSIONAL CIVIL ENGINEERING SERVICES**  
**Water Master Plan**

# CONTRACT

## PART C1: AGREEMENT AND CONTRACT DATA

### CONTENTS

NUMBER	HEADING	COLOUR	PAGE
C1.1	Form of Offer and Acceptance	Yellow	81
C1.2	Contract Data	White	85

DRAFT

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

**1. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

**CONTRACT NO SCM/19-104/S/2018-2019: PROFESSIONAL CIVIL ENGINEERING SERVICES FOR A WATER MASTER PLAN**

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 authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....  
..... ONLY (in words)  
R ..... (in figures)

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

Signature(s) of authorized agents: .....

Name(s) (in block letters) .....

Capacity of authorized agents: .....

For and on behalf of the **Tenderer:** .....  
(Name and address of organization)

Witness: ..... (Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

**2. ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in

- Part C1: Agreements and Contract Data (which includes this Agreement)**
- Part C2: Pricing Data**
- Part C3: Scope of Work**
- Part C4: Annexures**

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

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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer, within five (5) 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 and on behalf of the Employer:**

Signature(s) of authorized agent(s) ..... Date: .....

Name(s) .....

Capacity **Executive Director: Infrastructure and Engineering**

for the **Employer:** **Nelson Mandela Bay Metropolitan Municipality**  
**P O Box 7, PORT ELIZABETH, 6000**

Witness: ..... (Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

**3. SCHEDULE OF DEVIATIONS**

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the Contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject .....

Details .....

Details .....

2. Subject .....

Details .....

Details .....

3. Subject .....

Details .....

Details .....

4. Subject .....

Details .....

Details .....

5. Subject .....

Details .....

Details .....

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

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

**for and on behalf of the Tenderer:**

.....  
.....  
(Name and address of organization)

Witness (full name in block letters): .....

Signature: .....

Date: .....

**For and on behalf of the Employer:**

Signature(s) of authorized agents: .....

Name(s) (in block letters): .....

Date: .....

Capacity **Executive Director: Infrastructure & Engineering**

For the Employer: **Nelson Mandela Bay Municipality  
P O Box 7, PORT ELIZABETH, 6000**

Witness (full name in block letters): .....

Signature: .....

Date: .....

**C1.2 : CONTRACT DATA**

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board (see [www.cidb.org.za](http://www.cidb.org.za)).

The Conditions of 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 Conditions of Contract.

The Conditions of 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 Conditions of Contract to which it mainly applies:

**PART 1: DATA PROVIDED BY THE EMPLOYER**

Clause	Description / Wording
1	The Employer is The Nelson Mandela Bay Municipality (NMBM).
1	Add the following to the end of the Clause: <u>“Value of the Work</u> The value of the contract price less allowances made for VAT, contingencies, time-based fees, and expenses and costs”
3.4 & 4.3.2	The authorized and designated representative of the Employer is the person holding the position of Executive Director: Infrastructure & Engineering Directorate, currently: Name: Dr E. W. Shaidi  The address for receipt of communications is his designated representative: Name: Mr. Matthew Hills Telephone: 041 506 2800 Facsimile: 041 506 3158 Email: mhills@mandelametro.gov.za Address (Postal): PO BOX 7 PORT ELIZABETH 6000 Address (Physical): 13th Floor, Mfanasekhaya Gqobose Building (formally known as Eric Tindale Building) Govan Mbeki Avenue PORT ELIZABETH 6000
1	The Project is entitled “Water Master Plan”.
1	The Period of Performance is the amount of days in 5 (five) years.
1	The Start Date is the date on which the Contractor receives a signed copy of the Form of Offer and Acceptance.
3.4.1	Communications by facsimile is not permitted.

Clause	Description / Wording
3.5	The location for the performance of the project is the office of the Service Provider located within the area administered by the Nelson Mandela Bay Municipality.
3.6	The Service Provider shall not release public or media statements or publish material related to the Services or Project under any circumstances without the written approval of the Employer.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Bill of Quantities.
3.12	The penalty payable is R 3,000.00 per day.
3.15.1	The programme shall be submitted within 14 (fourteen) Days of the award of the Contract. The programme is required to account for all scheduling requirements stipulated within Section C3: SCOPE OF WORK.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 1 month.
3.16.1	<u>Replace Clause 3.16.1 with the following:</u> Price adjustment to time-based fees, which are stated in the Bill of Quantities as a unique rate, for inflation shall be based on the figures contained in Table A of P0141 Consumer Price Index for the CPI for services published by Statistics South Africa. The adjustment will be calculated and applied once annually on each anniversary of the Starting Date. The base month will be the month prior to the month in which the tender closed.
4.3.1(d)	The Employer shall assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide professional indemnity cover, in respect of each and every claim, to the value of either a minimum of R 5,000,000.00 (five million Rand) or twice the the value fo the work, whichever is the greater, and to the satisfaction of the Employer.
5.5	<u>Add the following to the end of Clause 5.5:</u> d) Replacing any of the key personnel listed at the time of tender.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Project Personnel Schedule.
8.1	The Service Provider is to commence the performance of the services within 14 (fourteen) Days of the Start Date.
8.2.1	The Contract is concluded when the Period of Performance has ended.
8.4.3(c)	The period of suspension under Clause 8.5 is not to exceed 3 (three) months.
9.1	Copyright of documents prepared for the Project, including intellectual property, shall be vested with the Employer.
12.1	Interim settlement of disputes is to be by mediation.
12.2	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator shall be nominated by the President of the South African Institution of Civil Engineering (SAICE).
12.3	The provisions of 12.3 do not apply to the Contract.

Clause	Description / Wording
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator shall be nominated by the President of the South African Institution of Civil Engineering (SAICE) in consultation with the Association of Arbitrators of Southern Africa in accordance with the Arbitration Act, Act 42 of 1965.
13.1.3	All persons in a joint venture, partnership, or consortium shall carry the same minimum level of professional indemnity insurance as stipulated in 5.4.1 above.
13.6	The provisions of 13.6 do not apply to the Contract.
14.2	<p><u>Replace Clause 14.2 with the following:</u></p> <p>Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt of an invoice. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer at the prime interest rate of the Employer's bank at the time that the payment certificate was due, calculated from the due date of payment.</p> <p>Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment, without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer.</p> <p>Notwithstanding the above, should the Service Provider's municipal rates and taxes or municipal service charges be in arrears for more than 3 months during the contract period, or if the Service Provider is not based in the Nelson Mandela Bay Municipality, should the Service Provider's Municipal Accounts Clearance Certificate, issued by the Municipality in which they are based, expire during the contract period, the Employer shall be entitled to withhold payment, without incurring any liability for interest, until acceptable arrangements for payment of municipal rates and taxes or municipal service charges are made, or a valid Municipal Accounts Clearance Certificate from the Municipality where the tenderer is based is submitted to the Employer.</p>
15	The interest rate will be the prime interest rate of the Employer's bank at the time that the payment certificate was due.
16	<p>The additional Conditions of Contract are:</p> <p><u>Add the following to Clause 3.5: Location for the Performance of the Project</u></p> <p>It will be a requirement that at least 50% of the key personnel operate from a local office, which is within the boundaries of the Nelson Mandela Bay Municipality, for the duration of the contract.</p> <p>All key personnel assigned to the contract will be required to visit the office of the Employer as often as required for the reasonable execution of all duties on the project, and must be available at 48 hours' notice to visit the office of the Employer when requested to do so.</p> <p><u>Add the following to Clause 5.1.2: Joint Venture Leader</u></p> <p>The single person designated to act as leader shall be from the Main Consultant and not from the Targeted Enterprise(s).</p> <p><u>Add the following additional Clause 5.1.3: Subcontracting to Targeted Enterprise(s)</u></p> <p>The Nelson Mandela Bay Municipality will enforce that a minimum of thirty percent (30%) of the value of the work shall be contracted to Targeted Enterprise(s) through joint venture or sub-contracting as per Section C3.2: TARGETED ENTERPRISE REQUIREMENTS of this document.</p> <p><u>Add the following additional Clause 14.5: Tax Invoices</u></p> <p>Section 20(1) of the Value Added Tax Act, 1991 (Act 89 of 1991) required that a supplier of goods or services who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.</p>

Clause	Description / Wording
	<p>The Service provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.</p> <p><u>Add the following additional Clause 14.6: EPWP Submission</u></p> <p>If deemed applicable by the Employer, the Service Provider is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports together with all payment certificates on a monthly basis. Payment to the Service Provider will not be processed until the EPWP reporting for a specific month is provided. In addition, a penalty for late submission of R1500.00 per day will be applicable for every day after the 5th working day of the subsequent month to the reporting month.</p> <p><u>Add the following additional Clause 14.7: Maximum Mark-Up by the Main Consultant</u></p> <p>All expenses and costs incurred by the Main Consultant through invoices received from sub-consultants, service providers, or suppliers will be limited to a maximum mark-up of 7.5%. This mark-up is not applicable to the invoices received from the Targeted Enterprise(s) and no fees for Lead Consulting Engineering Services will be accepted.</p>

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**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause	Description / Wording
1	The Service Provider is:  Name: .....  Telephone: .....  Email: .....  Address (Postal): ..... ..... Address (Physical): ..... .....
5.3	The authorised and designated representative of the Service Provider is:  Name: .....  The address for receipt of communication is:  Telephone: .....  Email: .....  Address (Postal): ..... ..... Address (Physical): ..... .....
5.5 and 7.1.2	The Key Persons and their jobs / functions in relation to the services are: <i>(See Project Personnel Schedule on following page)</i>



**NELSON MANDELA BAY MUNICIPALITY**  
**INFRASTRUCTURE & ENGINEERING DIRECTORATE**  
**CONTRACT NO. SCM/19-104/S/2018-2019**  
**PROFESSIONAL CIVIL ENGINEERING SERVICES**  
**Water Master Plan**

# THE CONTRACT

## PART C2 : PRICING DATA

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C2.2	Bill of Quantities	Yellow	94
C2.3	Summary Page for Bill of Quantities	Yellow	96

## C2.1 : PRICING INSTRUCTIONS

The payment to be paid to the Service Provider for providing the Services required in terms of this Agreement and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the following:

Government Gazette 38324, 12 December 2015 – Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act No. 46 of 2000 and set out in Part C3: Scope of Work.

### C2.1.1 PREAMBLE TO THE BILLS OF QUANTITIES

C2.1.1.1 The Conditions of Contract, the Contract Data, and the Scope of Work shall be read in conjunction with the Bills of Quantities.

C2.1.1.2 Rates for Time-Based Services shall be entered against the relevant items in the bills of quantities for different levels of personnel based on the Department of Public Works Rates for Reimbursable Expenses – Table 8 applicable on the date of tender closing. Time-based payments will only be made when the work involved has been specifically ordered in writing by the Employer.

C2.1.1.3 This bills of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

C2.1.1.4 The estimated provisional sums set out in the bills of quantities are approximate values only. The values of work finally accepted and certified for payment by proof of invoices, and not the values given in the bills of quantities, will be used to determine payments to the Tenderer.

The validity of the contract shall in no way be affected by differences between the values in the bills of quantities and the values finally certified for payment. Work will be valued at the rates or lump sums tendered.

The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.5 The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

C2.1.1.6. Rates and lump sums shall include full compensation for overheads costs, profits, incidentals, tax (other than VAT), insurances, etc., and for the completed stages of work as specified. Full compensation for completing the stages of work, including during the defects liability period, as specified in the ECSA guidelines and scope of services, and for all the risks, obligations and responsibilities specified in the conditions of contract, special conditions of contract, ECSA guidelines and scope of services, shall be considered as provided for collectively in the items of payment given in the bills of quantities, except in so far as the values given in the bills of quantities are only approximate.

C2.1.1.7 The Tenderer shall fill in a 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 is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bills of quantities, and rate or lump sum will be accepted as R0.00 for those items.

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 bills of quantities, then it should be treated as an alternative tender.

C2.1.1.8 The values of work or provisional sums stated in the bills of quantities shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the Tenderers.

- C2.1.1.9 The value of work or provisional sums in the bills of quantities shall not be regarded as authorization for the Tenderers to engage sub-Tenderers to execute work. The Tenderers shall obtain the Employer's approval prior to executing work or making arrangements in this regard.
- C2.1.1.10 The short descriptions 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, Conditions of Contract, the Contract Data, and the Scope of Work for more detailed information regarding the extent of services entailed under each item.
- C2.1.1.11 All rates and sums of money quoted in the bills of quantities shall be in South African Rands and whole cents. Fractions of a cent shall be discarded.
- C2.1.1.12 Recoverable expenses shall cover all costs associated with printing, photocopying, courier, and all related tasks to be priced as per the Department of Public Works Rates for Reimbursable Expenses – Table 1 and 2 applicable on the date of tender closing. These costs are subject to prior written approval by the Employer.
- C2.1.1.13 Travelling by motor vehicle will be reimbursed in accordance with the Department of Public Works Rates for Reimbursable Expenses – Table 3 applicable on the date of tender closing, for a vehicle engine capacity of 1951 to 2150 cc., and can only be claimed for when departing from the local office. Travelling by air cannot be claimed for. Accommodation cannot be claimed for. All costs associated with the above are subject to prior written approval by the Employer.
- C2.1.1.14 For the purposes of this bills of quantities, the following words shall have the meanings hereby assigned to them:
- |              |   |
|--------------|---|
| Item:        | The numbering in a logical order.   |
| Description: | The item descriptions in accordance with various stages in the Scope of Work. |
| Unit:        | The unit of measurement for each item.  |
| Quantity:    | Number of units of work for each item.  |
| Rate:        | The payment per unit of work at which the Tenderer tenders to do the work.    |
| Amount:      | The quantity of an item multiplied by the tendered rate of the (same) item.   |
- C2.1.1.15 The units of measurement indicated in the bills of quantities are metric units. The following abbreviations may appear in the bills of quantities:
- |          |   |                 |
|----------|---|-----------------|
| h        | = | hour            |
| No       | = | number          |
| sum      | = | lump sum        |
| PC sum   | = | Prime Cost sum  |
| Prov sum | = | Provisional sum |
| %        | = | per cent        |

#### **CORRECTION OF ENTRIES MADE BY TENDERER**

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

**C2.2 : BILL OF QUANTITIES**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Produce a Water Master Plan Document				
1.1	Familiarise oneself with the NMBM Water Master Plan and associated documentation	No.	1		
1.2	Compile the Supply Side Analysis	No.	1		
1.3	Compile the Demand Side Analysis	No.	1		
1.4	Compile the Supply Side Implementation Programme	No.	1		
1.5	Compile the Demand Side Implementation Programme	No.	1		
1.6	Analyse System for Operational Optimisation, Redundancy, and Cost	No.	1		
1.7	Digitize and Produce a Database of Schematic Diagrams	No.	1		
1.8	Propose Non-Potable Reclaimed Effluent Supply Zones	No.	1		
1.9	Consolidate the Elements of the Water Master Plan into a Final Document	No.	1		
SUB-TOTAL					
2	Maintain and Update the Water Master Plan				
2.1	Annual Review and Amendments to Final Document	No.	3		
SUB-TOTAL					
TOTAL CARRIED FORWARD TO SUMMARY					
3	Expenses and Costs				
3.1	Travel	Prov sum	1	-	R 250,000.00
3.2	Recoverable Expenses	Prov sum	1	-	R 350,000.00
3.3	Site Visits for Data Acquisition	Prov sum	1	-	R 500,000.00
3.4	Data Synchronisation and Management	Prov sum	1	-	R 450,000.00
3.5	Miscellaneous Costs not Covered	Prov sum	1	-	R 200,000.00
TOTAL CARRIED FORWARD TO SUMMARY					<b>R 1,750,000.00</b>

ITEM	DESCRIPTION	UNIT	PROVISIONAL QUANTITIES	RATE	AMOUNT
4	Time Based Fees for Additional Services (in accordance with the Department of Public Works Rates for Reimbursable Expenses – Table 8 applicable on the date of tender closing)				
4.1	Project Engineer	h	20		
4.2	Process Engineer	h	30		
4.3	Hydraulic Civil Engineer	h	15		
4.4	Mechanical Engineer	h	15		
4.5	Electrical Engineer	h	15		
4.6	Quantity Surveyor	h	30		
4.7	Town Planner	h	10		
4.8	Geotechnical Specialist	h	10		
4.9	Environmental Specialist	h	15		
4.10	GIS Specialist	h	40		
4.11	SCADA & Telemetry Specialist	h	10		
4.12	Legal Consultant	h	20		
4.13	Financial & Costing Consultant	h	30		
TOTAL CARRIED FORWARD TO SUMMARY					

**C2.3 : SUMMARY OF THE BILL OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT
1	PRODUCE A WATER MASTER PLAN DOCUMENT	R
2	MAINTAIN AND UPDATE THE WATER MASTER PLAN	R
3	EXPENSES AND COSTS	R 1,750,000.00
4	TIME BASED FEES	R

<b>SUB TOTAL A: TOTAL OF PRICED ITEMS IN SECTIONS 1 to 4</b>	<b>R</b> .....
ADD 15% CONTINGENCIES TO SUB TOTAL A	R
<b>SUB TOTAL B: NET CONTRACT PRICE</b>	<b>R</b> .....
ADD 15% VAT TO SUB TOTAL B	R
<b>OFFER AMOUNT CARRIED FORWARD TO FORM OF OFFER (C1.1)</b>	<b>R</b> ..... =====

**Notes:**

1. The provision for 15% VAT may only be included if the Tenderer is VAT registered in terms of Value-Added Tax Act 89 of 1991, else it must be completed as R 0.00.
2. The Contract Price is subject to Contract Price Adjustment in terms of Clause 3.16 of the Conditions of Contract.
3. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true, correct, and an accurate reflection of my submission.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**NELSON MANDELA BAY MUNICIPALITY**  
**INFRASTRUCTURE & ENGINEERING DIRECTORATE**  
**CONTRACT NO. SCM/19-104/S/2018-2019**  
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# CONTRACT

## PART C3: SCOPE OF WORK

### CONTENTS

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### C3.1 : TERMS OF REFERENCE

This section specifies and describes the services which are to be provided and any other work requirements and constraints relating to the contract work to be performed.

#### C 3.1.1 PURPOSE OF THE APPOINTMENT:

The Nelson Mandela Bay Municipality (NMBM) acts as both Water Services Authority (WSA) and Water Services Provider (WSP) for its area of jurisdiction which is outlined in Annexure A: Locality Plan. The NMBM hereby invites suitably qualified and experienced service providers to conduct a comprehensive Water Master Plan for the period 2020 to 2050 (thirty-year period).

The appointment of the professional service provider will be made in accordance with Sections 33 and 116 of The Local Government: Municipal Finance Management Act (MFMA), Act No. 56 Of 2003, as amended.

#### C 3.1.2 BACKGROUND

The Nelson Mandela Bay Municipality was established as a metropolitan local authority under the terms of the Demarcation Act (27/1998) and came into being after the municipal elections of 2000.

Section 18 of the Water Services Act, 1997 (Act 108 of 1997) states that all municipalities which have been authorized to render the water services provision function (Water Services Authorities) have a duty to all its consumers or potential consumers in its area of jurisdiction to progressively ensure efficient, affordable, economical and sustainable access to water services.

Prospective service providers should take note that a Water Master Plan study was conducted from 2004 to 2006. The completed Water Master Plan 2006 (WMP2006) was adopted by the Mayoral Committee on 22 August 2007 and addressed the period 2005 to 2020.

A Water Master Plan Review for the period 2011 to 2035 was further conducted and finalised in November 2012 in order to review the proposals and infrastructure recommendations of the WMP2006. This was undertaken through an analysis and evaluation of historical, present and estimated future water usage by the NMBM taking into account the water needs and the impacts on water supply that may follow from:

- The NMBM 10-year Housing Development Plan;
- The NMBM LSDF with proposed Urban Fence Line IDP projects prioritised for implementation;
- NMBM Vision 2020 projects;
- NMBM Rural Development Policy; and
- Latest NMBM Water Services Development Plan.

Some external reports and studies that may provide input to a Water Master Plan for the NMBM include:

- The Algoa Water Resources Stochastic Analysis (DWA 1992);
- The Algoa Water Supply Pre-Feasibility Study (DWA 2002);
- Algoa Water Resources Bridging Study (commissioned by DWA 2008);
- Operational Analysis of the Algoa System (DWA 2006);
- Algoa System Annual Operating Analysis (DWA 2010);
- Water Reconciliation Strategy Study for the Algoa Water Supply Area (drafted by DWA 2009);
- Water Conservation / Water Demand Management Strategy for Nelson Mandela Bay Metropolitan Municipality (NMBM 2008);
- Study on Water Services Provision (2002) in accordance with the Local Government: Municipal Systems Act No. 32 of 2000;
- Various reports published for the Coega IDZ; and
- Any other applicable reports and studies.

### **C 3.1.3 EMPLOYER'S OBJECTIVES**

A Water Master Plan will provide the NMBM strategic direction for future water system expansions, extensions, investments, and implementation for the next planning horizon. The overall objective is to develop and compile a Water Master Plan for the period 2020 to 2050 that will result in:

- The compilation of a Council approved Water Master Plan that meets the requirements of the Water Services Act, and which represents key water services decisions of the Council, within the first two years of the contract duration;
- Recommendations put forward as to the most feasible structure for implementing the outcomes of the Water Master Plan; and
- Enhanced water master planning capacity within the Water Services Authority.

The following primary objectives should be achieved within the overall purpose of the consulting services:

- Familiarise oneself with the format and content of the latest Council approved Water Master Plan, WMP2006 and the Water Master Plan Review, WMP2012;
- Compile a new council approved Water Master Plan for the period 2020 to 2050 in a similar or improved format within the first two years of the contract duration; and
- Maintain and update the Water Master Plan for the remaining duration of the contract, estimated to be three years.

The following secondary objectives should be achieved within the overall purpose of the consulting services:

- Integral to this planning process is ensuring that planning capacity is developed within the municipality and its Council. In this regard the Water Services Authority will make officials and Water Portfolio Councillors available to participate fully in the water master planning processes; and
- Compile and establish a professional team of appropriate experience and knowledge that will be able to provide support.

### **C 3.1.4 OUTPUTS**

It is envisaged that this assignment will result in the following outputs for the new Water Master Plan:

#### **C 3.1.4.1 Situational Analysis:**

- Familiarize oneself with and with the water infrastructure of the NMBM, which may include site visits if deemed necessary to gather additional information;
- Assess and identify major opportunities and risks, such as developments, aging infrastructure, and high water losses, that may face the organisation and influence the Water Master Plan; and
- Complete a political, economic, social, legal and regulatory requirement, resource and organizational capability, and environmental analysis in order to quantify the major opportunities and risks.

#### **C 3.1.4.2 Supply Side Analysis**

- Evaluate Safe Long Term Yield of water sources vs Future Average Daily Demands to determine when augmentation and what upgrading or augmentations will be required and in which phases;
- Determine hydraulic design parameters for bulk supply system based on historical water demand patterns;
- Evaluate treatment capacities of Water Treatment Works and transfer capacities of bulk pipelines and pump stations vs present and future peak week water demands to determine if and when bulk system capacity upgrading will be required;
- Evaluate storage capacities of bulk supply reservoirs vs present and future average daily water demands to determine if and when upgrading will be required; and
- Evaluate the interconnectivity of supply for each of the supply zones to determine if and when upgrading will be required.

#### **C 3.1.4.3 Demand Side Analysis:**

- Establish population and household growth from historic Census figures (Census and LSDF) and extrapolate to 2050, including mitigating factors;
- Analyse growth patterns of different consumer groups such as residential (ATTP and non ATTP), industrial, commercial and institutional consumers;
- Establish from departmental planning studies and Human Settlement Directorate planning reports, which areas will be developed by NMBM for housing back logs, i.e. areas of high water demand growth rate;
- Perform a comparative analysis between theoretical/design demand figures and actual usage per erf classification based on flow data gathered from the District Meter Area (DMA) readings and monthly billing statistics;
- Liaise with large corporates/affected groups on future growth of the city, such as NMU, CDC, NMB Business Chamber and government departments;
- Evaluate present reticulation reservoir zones, Greater Metered Areas and District Metered Areas against long term town and regional planning, taking into account non-developable area such as steep slopes and NMOSS defined zones;
- Determine ultimate and revised, if necessary, supply zone boundaries for present reservoirs;
- Identify areas where storage will be required up to 2050 and determine future reservoir locations and supply zone boundaries, while optimizing the present storage capacities; and
- Rural and peri-urban areas previously not analysed in detail, will now be included into the demand side analysis process to determine infrastructure phasing.

#### **C 3.1.4.4 Supply Side Implementation Programme:**

- Develop a hydraulic model for the NMBM bulk supply side infrastructure, test and verify the model, compile scenario runs (drought supply shortages and major bulk system failures or maintenance requirements) to determine under which operational conditions the supply side will experience operational problems; and
- Evaluate yields of present water resources as presented in various study reports as a basis for risk of supply analysis. Taking present capital projects under construction into account, develop a revised implementation programme complete with estimated costs to meet the average daily demand required from supply sources as well as peak week demands within the supply system under all scenario conditions.

#### **C 3.1.4.5 Demand Side Implementation Programme:**

- Compile a revised implementation programme, complete with estimated costs, to meet the peak week and daily water demands of new supply zones and growth points within existing and future reservoir supply zones.
- This programme is to include a programme for distribution reservoirs and associated pipelines, as well as non-revenue water interventions.

#### **C 3.1.4.6 Analysis of Operational Optimisation, Redundancy, and Cost:**

- Conduct an analysis of the water supply systems from each Water Treatment Works (WTW) to each of the zones that it supplies in terms of infrastructure and chemicals used for conveyance, and all legal/contractual requirements for abstracting the raw water for the WTW;
- Calculate the operational and capital replacement costs (R/kl) of supplying water to each of the water supply zones from each of the WTW that can currently supply it (account for licenses, capacities, pumping hours, electrical requirements, etc.);
- Existing Model: Produce a working model (with live editable variables) of the entire water supply system, including WTW, bulk reservoirs, distribution reservoirs, water towers, and pump-stations in a software package that is already available to the NMBM or can be provided to the NMBM without an annual licence cost (preapproval required by NMBM, but EPANET suggested);
- Optimised Model: Utilize the model and the information gathered on operational and capital replacement costs to calculate and report on the optimal configuration in which to operate the water supply system;
- Emergency Model: Run the model to identify the effects of each of the WTW, bulk reservoirs, distribution reservoirs, water towers, and pump-stations becoming non-operational in order to produce a Standard

Operating Procedure document that details the optimal actions to be taken should a component of the infrastructure becomes non-operational; and

- Identify key infrastructure installations that would increase the redundancy of the entire water supply system based on the information gathered by completing the tasks above.

#### **C 3.1.4.7 Data Processing and Analysis Output Formats:**

- All map based information processing must be conducted within a GIS processing and data analysis software package that is compatible with the NMBM Water and Sanitation Management and Information System (EDAMS). Currently ESRI's ArcMap is specified;
- All quantitative based information processing must be done in a software package that is already available to the NMBM or can be provided to the NMBM without an annual licence cost; and
- All information, models, spreadsheets, and reports must be provided to the NMBM in an editable format.

#### **C 3.1.4.8 Schematic Diagrams:**

- Digitize, into editable .dwg files, and compile a database of schematic diagrams for bulk water pipelines, pump-stations, and reservoirs through .pdf copies that will be provided by the NMBM; and
- For costing purposes, assume 40 bulk water pipelines, 50 pump-stations, and 80 reservoirs.

#### **C 3.1.4.9 Process Flow Maps:**

- Compile GIS shapefiles that illustrate the process flows and buildings within a water treatment work, thereafter, provide a CD containing these file to the NMBM; and
- Overlay these GIS shapefiles onto high resolution aerial imagery that will be provided by the NMBM thereafter, provide a framed A1 print out to the NMBM; and
- For costing purposes, assume 9 water treatment works.

#### **C 3.1.4.10 Non-Potable Reclaimed Effluent Supply Zones:**

- Produce a supplementary reclaimed effluent master plan that identifies financially viable, non-potable, reclaimed effluent supply schemes, based on 20-year capital recovery programme, from each of the Wastewater Treatment Works (WWTW) with the purpose of defining irrigation water supply zones around each of the WWTW.

It is envisaged that this assignment will also result in the following outputs after producing the new Water Master Plan:

#### **C 3.1.4.11 Maintain and Update the Water Master Plan:**

- Attend monthly co-ordination meetings;
- Review the progress made on implementing the produced implementation plans on an annual basis in order to update the Water Master Plan accordingly; and
- Amend the Water Master Plan should any of the information used to produce the Water Master Plan is updated/superseded or if any new relevant information becomes available.

### **C 3.1.5 SPECIFIC REQUIREMENTS**

#### **C 3.1.5.1 Skills Requirements**

It is envisaged that this assignment will be rendered by a professional consultant with appropriate strategic management and engineering experience and specifically skilled and experienced in:

- Water services strategic planning;
- Water services infrastructure planning;
- Water services development planning;
- Local government in general;
- Water services institutional arrangements and designs;

- Water services financial assessment and modelling;
- Water services operation and maintenance;
- Customer services;
- Water services project management;
- Water services engineering;
- Local government funding structures and mechanisms;
- Participatory processes to ensure stakeholder involvement;
- Geographical information systems (GIS); and
- An understanding of NMBM Water and Sanitation Management and Information System (EDAMS).

#### **C 3.1.5.2 Methodology and Approach Requirements**

The methodology and approach for the consulting assignment should at minimum provide for:

- Compliance to the strategic planning process of assessment, envisioning and design;
- Workshops and strategic sessions to facilitate the process requirements as outlines in the scope of works;
- Interaction with external stakeholders including, but not limited to, other Water Services Providers, such as the NMB Business Chamber and Kouga Municipality;
- A best practice project management framework to enable the monitoring of progress and to support the sign-off of activities and including monthly progress reporting and a final close-out report; and
- Improving the water services planning maturity of the Water Services Authority through knowledge transfer, process interactions and water services planning process recommendations.

Consultants are to indicate in their proposals the methodologies that will be used to achieve the objectives and outputs outlined in this Terms of Reference, as well as ensuring that their sub-consultants comply with same. In particular consultants are to:

- Indicate the methodology and approach to be used;
- Compile a consultancy team with the appropriate capabilities and knowledge to fulfil the specific objectives as stipulated above; and
- Build on the water master planning capacity within the Water Services Authority.

#### **C 3.1.5.3 Format of the Consultant's Proposal**

The format of the proposal should address the consultant's understanding of each of the items covered in this Terms of Reference. In particular, the proposal must:

- Outline the proposed methodology and approach to achieve the objectives;
- Outline the key milestone events, activities and outputs; and
- Include a competency personnel structure along with a breakdown of hours and rates of Key Personnel.

Consultants are to submit CVs that illustrate relevant experience and expertise in terms of this consulting assignment. Proposals should also include appropriate references with contact details.

#### **C 3.1.5.4 Criteria for Selection**

Criteria for the evaluation of tenders are stipulated in the tender data. It is envisaged that consultants will demonstrate a comprehensive understanding of water services, institutional arrangements for water services provision and water master planning. The following experience and expertise is required:

- experience in the water sector;
- water master planning experience;
- experience in working with local government;
- experience in institutional arrangements;
- strategic and developmental planning and project management;
- participatory processes to ensure stakeholder involvement; and
- thorough understanding of all water services policy and legislation.

### **C 3.1.6 SCOPE OF WORK REQUIREMENTS**

Professional Civil Engineering services shall satisfy the Employer's objectives for the provision of Professional Engineering Services and the Service Provider shall provide the services contained in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), effective 01 January 2016, issued by the Engineering Council of South Africa in Board Notice 138 of 2015 in Government Gazette no. 39480, 04 December 2015, where applicable and in accordance with the Terms of Reference.

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### C3.2 : TARGETED ENTERPRISE REQUIREMENTS

This specification covers the requirements of the Nelson Mandela Bay Municipality for the use and development of Targeted Enterprise(s) as sub consultants on civil engineering projects.

#### C3.2.1 DEFINITIONS

1. "Contract" shall have the meaning of the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board, as amended by the Contract Data.
2. "Client" shall refer to the Employer of the Main Consultant, who is the Nelson Mandela Bay Municipality.
3. "Main Consultant" shall have the meaning of being the entity which has entered into a contract with the Client. This entity will act as the leading partner on the project whom will take all responsibility of the project.
4. "EME" shall refer to an Exempted Micro Enterprise with a B-BBEE Status of at least "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) with at least 1 (one) registered ECSA professional in the applicable discipline as a permanent employee. A EME has an annual total revenue of R10 million or less.
5. "QSE" shall refer to an Qualifying Small Enterprise (QSE) with a B-BBEE Status of at least "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) with at least 2 (two) registered ECSA professionals in the applicable discipline as permanent employees. A QSE has an annual total revenue of between R10 million and R50 million.
6. "Targeted Enterprise" shall mean a registered consulting engineering firm contracted (either by joint venture or sub-contracting) by the Service Provider to perform a specified percentage of work stated in the Contract Data under his guidance and which complies with the following:
  - a) does not share equity holding with the Service Provider; and
  - b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
  - c) is registered with the South African Revenue Service; and
  - d) is an Exempted Micro Enterprise (EME) as defined in section C3.2.1; or  
is a Qualifying Small Enterprise (QSE) as defined in section C3.2.1.

#### C3.2.2 RESOURCE STANDARDS

Thirty percent (30%) of the professional fees shall be subcontracted to Targeted Enterprise(s), either through joint venture or sub-contracting, to expedite the objectives of RDP redevelopment programme and economic development.

#### C3.2.3 PREFERRED SUB CONSULTANT

Sub consultants shall be EME and/or QSE enterprises that provided professional civil engineering services. The principles of the Broad-Based Black Economic Empowerment Act No. 53 of 2003 principles shall apply.

Enterprises shall comply with the following:

- Business shall be registered within the NMBM database of suppliers;
- Must have a current valid Tax Clearance Certificate; and
- Registration of principals with ECSA:
  - The tenderer has certified that it is a natural or juristic person whose primary business is to provide professional structural/civil engineering services to employers and which, if a sole practitioner, has a professionally registered person as a principal, or if a partnership, close corporation or company, has at least 50% of its principals registered in terms of the Engineering Profession Act, 2000 (46 of 2000) as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA).

### **C3.2.4 SUBCONTRACTING PROCEDURES**

Tenderers shall procure Targeted Enterprise(s), in order to ensure that the requirements of Clause C3.2.2 are met, through one of the options listed below:

Option 1: Enter into a Joint Venture agreement before submitting a Tender Offer.

Option 2: Subcontract through a Sub-Consultancy agreement post award of the Contract.

The procurement process selected must adhere to the Client's Supply Chain Management policies and procedures as far as reasonably possible. In the case of Option 2 being selected, the subcontract must be signed between the parties within 30 days post award of the Contract.

As part of the tender submission, a company profile of the Targeted Enterprise(s) must be submitted within returnable entitled *Company Profile* which shall include the following information:

1. Ck Documents.
2. Director(s) of the company.
3. Full time staff appointed currently.
4. CV's of the full time staff employed.
5. Members who are registered with ECSA (attach certificate of registration).
6. List of current and previous work done for the state or private clients.

Tenderers are to ensure that the Targeted Enterprise(s) meets all eligibility criteria.

The Client reserves the right to reject the proposed Targeted Enterprise(s)."

### **C3.2.5 ATTENDANCE ON SUB CONSULTANT**

#### **C3.2.5.1 Allowance made for Main Consultant**

An allowance is not made in the bill of quantities for managing the Targeted Enterprise(s) in the contract and thus it is deemed to be included within the other items listed. The following items may be required:

- Allowance for managing, mentoring and training of staff were necessary; and
- Allowance to pay the Targeted Enterprise(s) within 30 days after submission of their invoice.

All conditions of tender, as they applied to the Main Consultant on this contract, shall apply where relevant, to the Targeted Enterprise(s).

#### **C3.2.5.2 Conditions of Contract with Targeted Enterprise(s)**

The conditions of the contract between the Targeted Enterprise(s) and the Main Consultant shall be agreed, signed and presented to the Client in writing.

The contract will also specify:

- The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
- Details of any training to be provided to the temporary workforce;
- Detail of accepted professional fees and disbursement which should be in line with the Government Gazette no 38324 dated 12 December 2014; and
- Payment terms which should be 30 days after issuing of an invoice. (A clause which states that the Targeted Enterprise(s) will only be paid once the Client has paid the Main Consultant will not be allowed).
- The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Client's approval.

### **C3.2.6 ATTENDANCE ON TARGETED ENTERPRISE(S)**

The Main Consultant shall closely manage and supervise Targeted Enterprise(s) and shall manage, guide and assist in all aspects of management, execution and completion of their work. This shall typically include assistance with planning his works, sourcing recourses, etc. The extent and level of such management, guidance and assistance, to be provided by the Main Consultant shall be commensurate with the expertise of relevant Targeted Enterprise(s) and shall be directed at enabling the Targeted Enterprise(s) to achieve the successful execution and completion of their work.

### **C3.2.7 MAIN CONSULTANT'S OBLIGATIONS TO THE SUBCONTRACTED TARGETED ENTERPRISE(S)**

#### **C3.2.7.1 Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times:

- a) Apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular Targeted Enterprise(s) concerned.
- b) Closely manage and supervise all Targeted Enterprise(s) and wherever feasible, give reasonable warning to Targeted Enterprise(s) when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall whenever feasible, give the Targeted Enterprise(s) reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the Targeted Enterprise(s) in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the contract, the Contractor shall explain fully to the Targeted Enterprise(s) that such actions are provided for in the contract.

If any dispute should arise between the Main Consultant and the Targeted Enterprise(s), such dispute shall be resolved in accordance with the provisions of the contract. The Client will not participate in the resolution of these disputes.

#### **C3.2.7.2 Quality**

The Main Consultant shall be fully liable for the quality of work done by the Targeted Enterprise(s) as if that work is done by the Main Consultant.

#### **C3.2.7.3 Performance**

If the Targeted Enterprise(s), in the opinion of the Main Consultant, fails to comply with the criteria as listed below, the Main Consultant shall issue a written warning to the Targeted Enterprise(s), stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Client. The criteria may include, but are not limited to, the following:

- a) Acceptable standard of works.
- b) Progress in accordance with the time constraints.

The Targeted Enterprise(s) shall have 21 days from the date of receipt of the letter of warning by the Main Consultant to address and rectify the issues raised. Failure to do so, will be sufficient grounds for the Main Consultant to terminate.

**NELSON MANDELA BAY MUNICIPALITY**  
**INFRASTRUCTURE & ENGINEERING DIRECTORATE**  
**CONTRACT NO. SCM/19-104/S/2018-2019**  
**PROFESSIONAL CIVIL ENGINEERING SERVICES**  
**Water Master Plan**

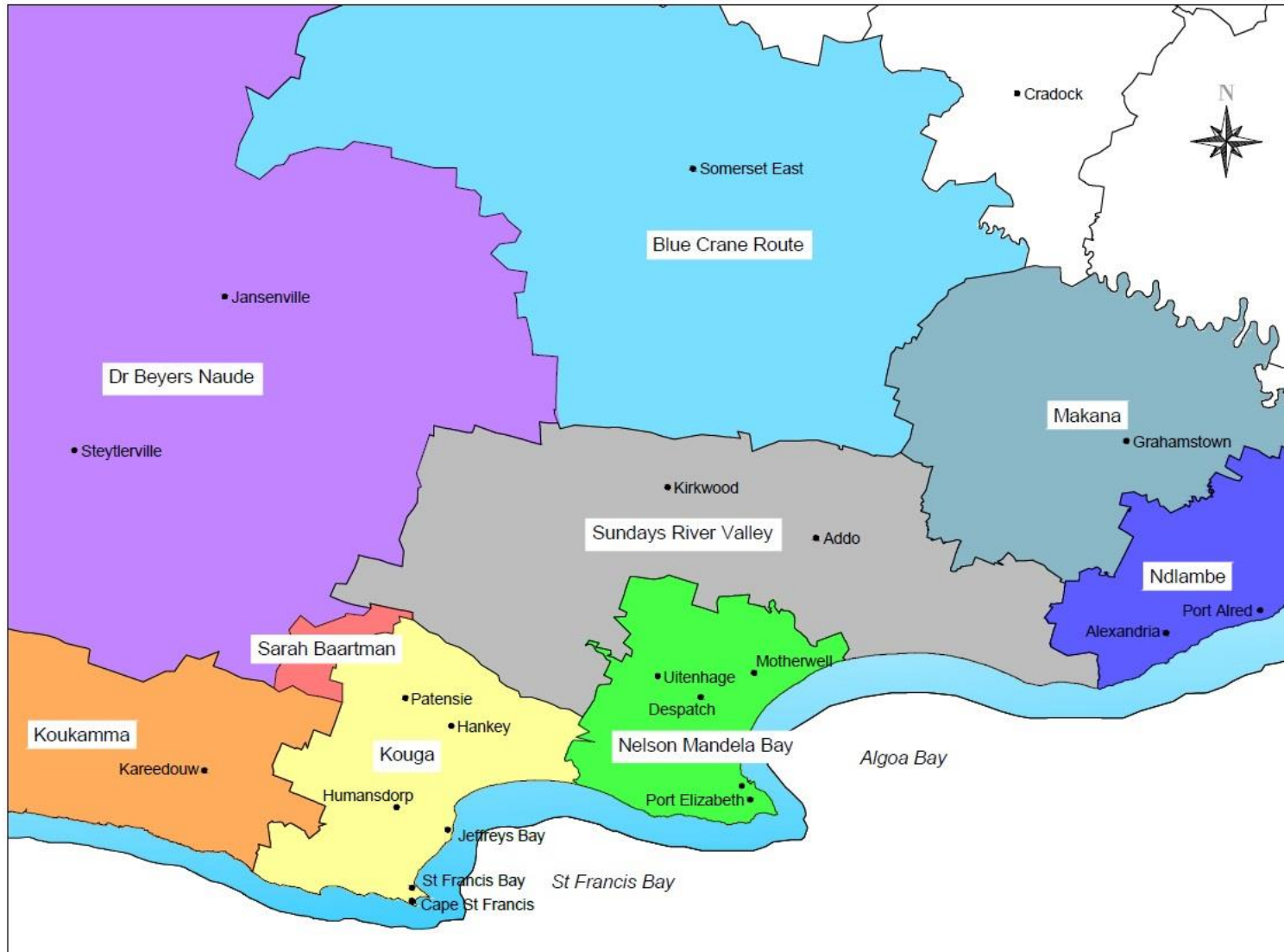
# CONTRACT

## PART C4: ANNEXURES

### CONTENTS

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C	Map of NMBM Water Supply Schemes	White	110

A : LOCALITY PLAN



Nelson Mandela Bay Municipality forms part of the Sarah Baartman District Municipal area on the western side of the Eastern Cape, situated around Algoa Bay.

**B : NELSON MANDELA BAY MUNICIPALITY STATISTICS**

**GENERAL STATISTICS**

The population statistics for NMBM are based on the Census 2011. These are:

- Area covered - 1 950 km<sup>2</sup>
- Unemployment rate - 36,6 %
- Indigent households - 44% of households receive at least one social grant

**HOUSEHOLD STATISTICS**

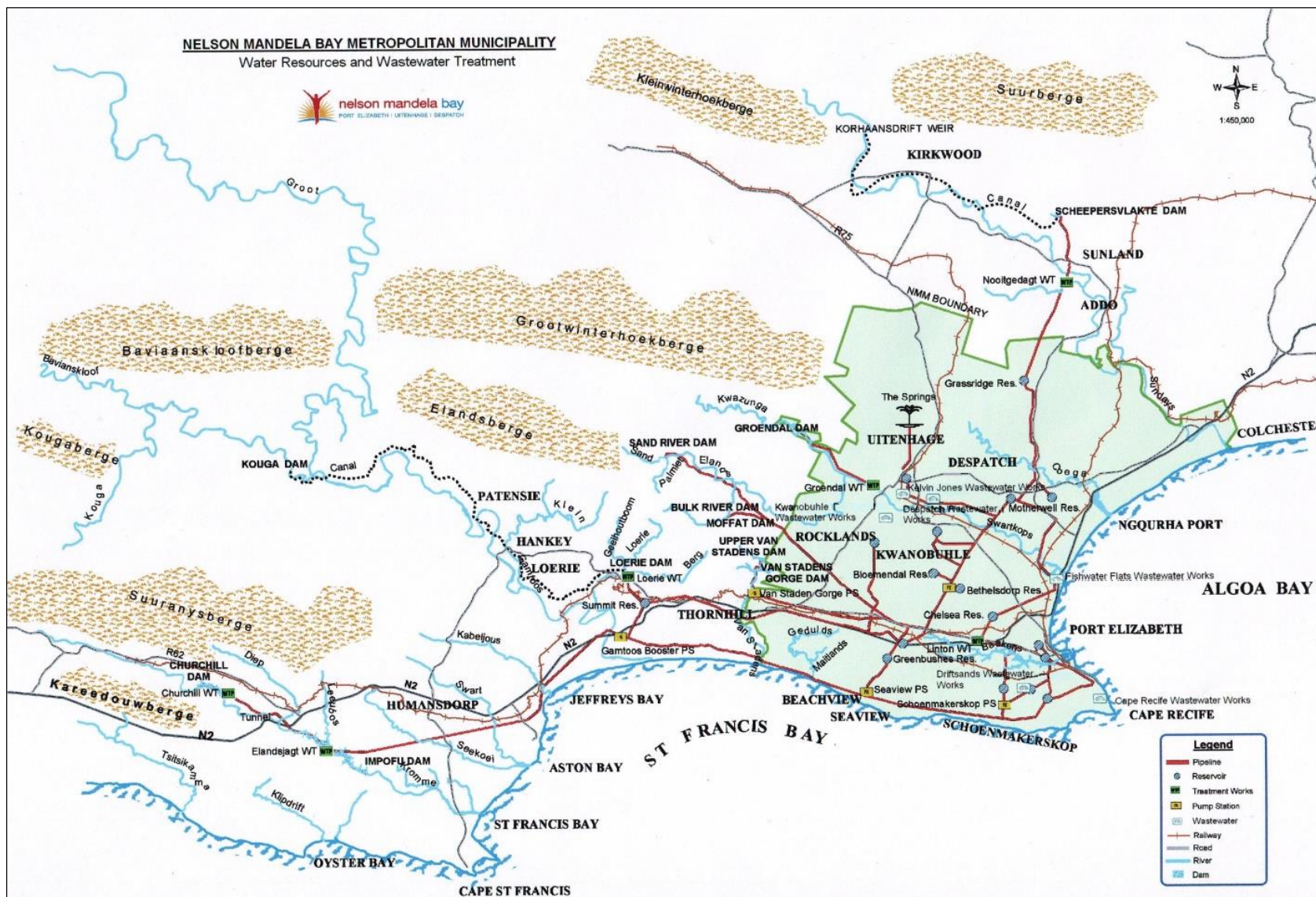
Table 1: Population and Household Statistics

Description	Number
Total Population	1 152 115
Total Households:	324 292
Formal	276 850
Informal	30 202
Backyard shacks	15 752
Other	1 488
Water connections	230 700
Sewerage connections	210 000

**WATER STATISTICS:**

- Dams - 8
- Water Treatment Works - 8
- Water Pump Stations - 29
- Reservoirs/Water Towers - 66
- Total length of bulk pipelines - 716 km (300 - 1500mm diameter)
- Average age - approx. 60 years
- Water Mains - 4 645 km
- Internal Water Reticulation - 3 929 km
- Domestic water connections - 221 348 (Feb 2017)
- ICI water connections - 9 460 (Feb 2017)
- Total asset replacement value - R 6,4 billion (2015)

**C : MAP OF NMBM WATER SUPPLY SCHEMES**



Water Resources of the Nelson Mandela Bay Municipality