



MOHOKARE
LOCAL MUNICIPALITY



P. O. Box 20, Zastron, 9950
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CONTRACT NO: SCM/MOH/20/2023

**APPOINTMENT OF A PANEL OF
PROFESSIONAL CIVIL ENGINEERS FOR A
PERIOD OF 3 YEARS**

CLOSING DATE: 17 OCTOBER 2023 (14:00)

Prepared by:
Mohokare Local Municipality
Hoofd Street
Zastron
9950

NAME OF BIDDER	
CSD REGISTRATION NO	
SARS PIN	
AMOUNT (VAT incl.)	R

ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	



The following particulars must be furnished /attached failure to do so WILL result in your bid being disqualified

No.	Details	Tick(x)
1.	Proof that the supplier is registered on the Centralised Suppliers Database (CSD)	
2.	Original municipal account of company , if renting and the lessee is not responsible for municipal rates and taxes as stipulated in the lease agreement only a signed lease agreement /if renting and the lessee is responsible for municipal rates and taxes as stipulated in the lease agreement both signed lease agreement and municipal account not older than 3 months	
3.	Compulsory site briefing attended (if applicable)	
4.	Certificate of authority of signatory not older than 3 months	
5.	Valid BBBEE certificate issued by SANAS accredited agencies or certified Sworn Affidavits and certificate or evidence of specific goal specified for the tender	
6.	Joint Venture Agreement (if applicable)	
7.	Completed and signed form of offer and Completed and signed MBD forms (ALL MBD forms in the tender)	
8.	Proof of professional indemnity insurance	
9.	Tenderers must be registered with CESA (Consulting Engineers South Africa) . Proof of registration must be submitted with the bid submission.	
10.	Quality Management Plan (QPM)	

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MBD 1 INVITATION TO BID

You are hereby invited to bid for the requirements of the Mohokare Local Municipality

BID NUMBER: SCM/MOH/20/2023 DESCRIPTION: APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERS FOR A PERIOD OF 3 YEARS CLOSING DATE: 17 OCTOBER 2023 CLOSING TIME: 14:00

The successful bidder will be required to fill in a written Contract Form (MBD 7) and sign a service level agreement

BID DOCUMENTS SHOULD BE DEPOSITED IN THE BOX SITUATED AT THE MUNICIPAL OFFICES OR MAY BE POSTED:

**MOHOKARE LOCAL MUNICIPALITY
HOOFD STREET
ZASTRON
9950**

Enclose the envelope with the contract number and the closing date.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 5 days a week (Monday to Friday), from 08:00 to 16:30.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED OR PHOTO COPIED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability and capacity to execute the contract
4. PPPFA & associated regulation
5. 80/20 preference point system

NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

CONTACT PERSON _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

FASCIMILE NUMBER CODE _____ NUMBER _____

VAT REGISTRATION NUMBER _____

HAS ORIGINAL VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD2)?
YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/
SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)
YES/NO

SIGNATURE OF BIDDER _____

DATE _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

TOTAL BID PRICE (R) _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY : Mohokare Local Municipality
 DEPARTMENT : Supply Chain Management
 CONTACT PERSON : Acting-Chief Financial Officer – Mr. T Mdluli
 TEL NUMBER : +27 (051) 673 9600
 FAX NO. : +27 (051) 673 1550

ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON : PMU Manager - Mr. S. Shamase
 TEL NUMBER : 051 673 9600
 FAX NO. : 051 673 1550

**MBD 2 APPLICATION FOR TAX CLEARANCE AND TAX CLEARANCE
CERTIFICATE REQUIREMENTS**

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder _____

2. Trade Name: _____

3. Identification

Number

4. Company/Close

Corporation Registration
Number:

5. Income Tax Reference

Number:

6. VAT Registration Number:

7. PAYE Employer

Registration Number (if
applicable)

Signature of contact person requiring Tax Clearance Certificate: _____

Name: _____

Tel Number: Code: _____ Number: _____

Address: _____

Date: 20____/____/____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICES (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND /OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE - OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

IT IS A CONDITION OF THE BIDDER THAT: –

1. The taxes of the successful bidder must be in order, or that satisfactory arrangement has been made with Receiver of Revenue to meet his/her tax obligations.
2. The attached form “Application for Tax Clearance Certificate” (in respect of bidders), must be completed in all aspect and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for the period of twelve (12) months from the date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance may invalidate the bid.
3. In bids where Consortia /Joint Venture / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver’s Office.

MBD 4 DECLARATION OF INTERESTS

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

3.1 Full Name: _____

3.2 Identity Number: _____

3.3 Company Registration Number: _____

3.4 Tax Reference Number: _____

3.5 VAT Registration Number: _____

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

3.6.1 If so, furnish particulars.

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

3.7.1 If so, furnish particulars

MSCM Regulations: "in the services of the state *means to be: -

- (a) member of
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipal or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
YES /NO

3.8.1 If so, furnish particulars.

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

3.9.1 If so, furnish particulars.

3.10 Are any of the company’s directors, managers, principle shareholders or stakeholders in service of the state?
YES/NO

3.10.1 If so, furnish particulars.

3.11 Are any spouses, child or parent of the company’s Directors, Managers, principal shareholders or stakeholders in service of the state?
YES/NO

3.11.1 If so, furnish particulars.

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVES TO BE FALSE.

Signature

Date

Position

Name of Bidder

MBD 6.1 PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for B-BBEE status preference points as well as a summary for preference points claimed for attainment of other specified goals.

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 POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

GENERAL CONDITIONS

1.1 The following preference points system are applicable to all bids;

- The 80/20 system for requirements with Rand value of up to R 50 000 000,00; and
- The 90/10 system for requirements with Rand value above R 50 000 000,00.

1.2 The value of this bid is estimated to not exceed R 50 000 000,00 and therefore the 80/20 shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE rating certificates, issued by either verification agency accredited by the **South African Accreditation System (SANAS)** or by registered auditors approved by the Independent or **Certified Sworn Affidavits**.

1.4 The points for this bid are allocated as follows:

	POINTS
1.4.1 PRICE	80
1.4.2 B-BBEE status level of contribution	10
1.4.3 SPECIFIC GOALS	10

Separate Preference Points Claim Form will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3 (b) above.

Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

MBD 6.1

GENERAL DEFINITIONS

1.6 “**Acceptable bid**” means any bid which, in all respects, compiles with specification and conditions of bid as set out in the bid documents.

1.7 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Empowerment Act;

1.8 “**B-BBEE status level of contribution**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment Act;

1.9 “**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, work or services.

1.10 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration

1.11 “**Consortium or joint venture**” means as association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.12 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.

1.13 “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulation 2017. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of state to give particular consideration top procuring locally manufactured products.

1.14 “**Control**” means the possession and exercise of legal authority and power to manage the assets goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing his operations of the business.

1.15 “**Equity Ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.

1.16 “**Management**” an activity inclusive of control and performed on a daily basis, by person who is principal executive officer of the company, by whatever name that person maybe ignited, and whether or not that person is a director.

1.17 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of

ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.18 **“Person”** includes reference to a juristic person.

MBD 6.1

1.19 **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

1.20 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

1.21 **“Sub - contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.22 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.23 **“Trustee”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.24 **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

ADJUDICATION USING A POINT SYSTEM

1.24 The bidder obtaining the highest number of points will be awarded the contract.

1.25 Preference points shall be calculated after prices have been brought to a comparative basis.

1.26 Points scored will be rounded off to 2 decimal places.

1.27 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points of specified goals.

POINTS AWARDED FOR PRICE SYSTEM

1.28 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Rand of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

MBD 6.1

POINTS AWARDED FOR ATTAINING THE B-BBEE STATUS

1.29 The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R50 million

Points will be awarded for attaining the B-BBEE status level of contribution in accordance with the following table below:

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

- (i) A maximum of 20 points may be allocated in accordance with the table above.
- (ii) The points scored in respect of B-BBEE contribution contemplated in the table above will be added to the points scored for the price.

1.30 The 90/10 preference point system for acquisition of services, works or goods above Rand value of R50 million

Points will be awarded for attaining the B-BBEE status level of contribution in accordance with the following table below:

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

- (i) A maximum of 10 points may be allocated in accordance with the table above.
- (ii) The points scored in respect of B-BBEE contribution contemplated in the table above will be added to the points scored for the price.

BID DECLARATION

Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

1. B-BBEE STATUS CLAIMED IN TERMS OF PARAGRAPH 2.3 ABOVE.

B-BBEE Status level of contributor	Number of points claim

2. Specific Goals.

Specific Goals	Number of points claim
Local Area of service	
Mohokare Local Municipality = 5	
Xhariep District= 4	
Free State = 3	
Black owned =5	

.....
MBD 6.1

DECLARATION WITH REGARD TO B-BBEE

1.31 Name of firm : _____
1.32 VAT Registration number : _____
1.33 Company Registration number : _____

TYPE OF FIRM

- Partnerships
- One-person business / sole trader
- Close Corporation
- Listed Company
- (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account No.: _____

Stand No.: _____

CONSORTIUM / JOINT VENTURE

1.34 In the event that preference points are claimed for B-BBEE by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the B-BBEE Status.

Name of Company (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Company

1.35 I/We, the undersigned, who warrant that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy-
 - (a) recover costs, losses or damages incurred or suffered as a result of that person’s conduct; and
 - (b) cancel the contract and claim any damages suffered as a result of having to make less favourable arrangements due to such cancellation;

MBD 6.1

WITNESSES:

1.

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

2.

DATE:.....

ADDRESS:

.....

BID ADVERTISEMENT



Call for Bids

APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERS FOR A PERIOD OF 3 YEARS

Mohokare Local Municipality wishes to invite bidders for the above mentioned tender.
The minimum specifications are detailed in the bid document.

Tender documents are obtainable at **R 500.00 non-refundable deposit per set**.
(Crossed cheques payable to the **Mohokare Local Municipality**).

Closing: 17 OCTOBER 2023
Contact Person for queries:

Acting-Chief Financial Officer – Mr. T Mdluli

Instructions dealing with the depositing of bids:

Address bids to:

Mohokare Local Municipality
Hoofd Street
ZASTRON
9950

4. This Supply Chain Management Policy of the Municipality has been drawn up to give effect to these principles and Preferential Procurement Legislation, and furthermore comply with the provisions of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) and regulations promulgated in terms thereof.
5. Bids that are invalid, non-responsible in terms of Clause 7.2.14 of the Supply Chain Management Policy will be disqualified at the opening of the bids.
6. Bid documents must be deposited in the bid box not later than **14H00** on the closing date (17 OCTOBER 2023)

Mr. MJ Kanwendo
Municipal Manager

and endorse the envelope with the contract number and the closing date.

Please note:

1. Late bids, telegraphic bids or bids sent by fax will not be considered.
2. The lowest or any bid will not necessarily be accepted and the Municipality reserves the right to accept where applicable a portion of any bid.
3. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and Services in accordance with a system which is fair, equitable, transparent, competitive & cost effective.

BID SPECIFICATIONS

APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERS FOR A PERIOD OF 3 YEARS

SCOPE OF WORKS

The Project Management Unit (PMU) within Mohokare Local Municipality wishes to invite Engineering Professionals into a panel of Engineers on an “as and when” required basis in accordance with the Engineering Council of South Africa (ECSA) – Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professions (ECSA) for the typical services stages as listed under Clause 2 below.

1. SCOPE OF WORKS

The gazette standard Engineering Services will be commissioned per project as per the ECSA stages below on which the relevant Bill of Quantities (BOQ) is based:

- Gate 1: Viability (Feasibility Study)
- Gate 2: Concept (Preliminary Design)
- Gate 3: Design Development (Detailed Design)
- Gate 4: Procurement and Documentation
- Gate 5: Contract Administration and Inspection
- Gate 6: Close Out

2. CONTACT PERSON

Further information may be obtained from: -

Mr. Sikhumbuzo Shamase
PMU Manager
Cell No.: (074) 085 3384
E-mails: mohokarepmu@gmail.com

3. LEGISLATIVE PROVISIONS

All works to be undertaken under this Contract shall be compliant in accordance with and/or governed by: -

- The Engineering Council of South Africa (ECSA), (Act No. 46 of 2000)
- The Income Tax Act, (Act No. 58 of 1962)
- The Value Added Tax (VAT) Act, (Act No. 89 of 1991)
- The Municipal Finance Management Act, (MFMA) (Act No. 53 of 2003)
- The Municipal Supply Chain Management Regulations, 2005
- The Construction Industry Development Board (CIDB) Act, (Act No. 38 of 2000)

- The Occupational Health and Safety (OHS) Act, (Act No. 85 of 1993)
- The Labour Relations Act, (Act No. 3 of 1993)
- The Compensation for Occupational Injuries and Diseases (COID) Act, (Act No. 130 of 1993)

4. CONTRACT PERIOD

The contract period for Professional Engineering Services shall be for three (3) years commencing from the date of engagement on an “as and when” required basis.

5. INSURANCES

The successful Service Providers shall be required to have the following Insurances in place: -

5.1. Professional Indemnity Insurance

- Value : Contract Value plus 10%
- Period : Duration of the contract

5.2. Public Liability Insurance

- Value : R1,000,000.00 per any single claim
- Period : Duration of the contract

6. FEE STRUCTURE

The ECSA current tariff of fees is to be applied and tenderers are to offer discounts as per the attached Price Schedule. Professionals offering excessive discounts of more than the one stipulated by ECSA, thirty percent (30%), will not be considered.

The Consultant’s fees will be based on the total project cost.

7. ESCALATION

The gazette tariff of fees shall be applicable to all escalations.

8. PENALTIES

Penalties shall be levied at 0.05% of the contract value per working day for any late completion of the works.

9. COMPLIANCE WITH THIS CONTRACT

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

10. ANY OTHER IMPORTANT INFORMATION

A post award meeting will be held with all successful tenderers. The Council reserves the right to appoint more than one tenderer. The required panel will be formed by the minimum of three (3) highest scoring tenderers per discipline in terms of the stipulated preference point system for each area of specialization.

11. Order of Preference

The intention is to have a panel of Engineering Professionals to be engaged on “as and when” required basis on issues that require their type of expertise on a quotation basis from date of engagement for the period of three (3) years.

The successful tenderer will be required to maintain the status of information submitted as per the points claimed in Stage One for the duration of the period of contract, i.e., maintain staff as per the tender document: -

➤ In case of removal of the Professional Engineer or Professional Technologist the replacement should be placed within 5 days, and it should be a person holding a similar qualification or higher.

In essence of capacity building, Consultants will be required to take-on a seconded Municipal official or a candidate student for the skills training development. This is aimed at bridging the skills gap and to promote expertise transfer for profession development.

12. OCCUPATIONAL HEALTH AND SAFETY ACT (OHS ACT)

- . The attached Annexure “B” hereto must be completed thereby indemnifying Mohokare Local Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

13. PENALTY FOR INFERIOR WORK OR NON-DELIVERY

In the case of inferior work or non-delivery, Council shall be entitled forthwith to purchase services of the same description and quantity as and in lieu of those specified, or forthwith to cancel the contract by giving the Service Provider one (1) months written notice and to purchase elsewhere such services as may be required to complete the contract and the Service Provider shall bear any difference in price between any services so purchased and the Contract Price.

The amount of such difference shall be paid by the Service Provider to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Service Provider in respect of goods already delivered under this or any other contract.

Nothing contained herein shall prejudice the right of the Council to recover from the Service Provider such other damage or loss it may suffer by reason of the failure of the Service Provider to deliver the service within the completion period and in accordance with the contract.

The service shall not be deemed to be complete until such time that the service is delivered in its entirety and to the satisfaction of the Engineer.

14. PAYMENT

Payment will be made by the Chief Financial Officer within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made.

Where the value of the works exceeds R3 000.00 excluding VAT, the Service Provider must quote the municipal's VAT Registration No. (4000846412) on all Tax Invoices for payment purposes.

Where offers of discounts, e.g. for payment within thirty (30) days of rendering accounts, are made by the Contractor, these will be taken into account in the adjudication of tenders.

Service Providers shall be required to have a bank account in the legal name of the Service Provider as indicated on the Tax Clearance Certificate. No payment whatsoever will be made should the Service Provider fail to comply with these requirements and the Council shall not be held liable for any loss or damages sustained by the Service Provider in this regard.

15. ASSIGNMENT AND SUBLETTING

Neither the Service Provider nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Provider shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Provider from any liability or obligation under the contract.

16. COUNCIL'S LIABILITY AND INDEMNITY

16.1.1. The Service Provider hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

16.1.2. The Council shall not be held liable to the Service Provider for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of: -

16.1.2.1.1. any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and

16.1.2.2. a change in a legislative provision applicable to the contract

17. SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER’S ESTATE

In the event of an order being made for sequestration of the Service Provider’s estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making application for the surrender of the Service Provider’s estate, or if the Service Provider shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider’s creditors, or purport to do so, or if the Service Provider, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Provider, and without prejudice to the right of the Council to sue the Service Provider for any damages sustained by it in consequence of one or the other of the afore- mentioned events.

18. SECURITY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

19. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Provider in regard to the contract shall be settled in the Republic of South Africa.

20. PATENT RIGHTS

The Service Provider shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

19. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

20. CANCELLATION OF CONTRACT

Mohokare LM reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy in the provision of the required services by the bidder.
- Breach by the vendors of any of the terms and conditions of the tender.
- Any action by the bidder which is in breach of law or accepted practices in the commercial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise.

21. RENEWAL OF CONTRACT:

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of work shall remain final and binding.

Bidders are requested to furnish certified copies of the proposed subcontractor's CK Certificate, copy of latest municipal statement, BEE Rating Certificate as well as certified copies of the owners' Identity Documents along with this tender.

SIGNED ON BEHALF OF TENDERER: _____

No.	PROPOSED SUB-CONTRACTORS	PART TYPE WORK	OR OF	ADDRESS OF SUBCONTRACTOR	PROPOSED	CONTACT DETAILS	VALUE OF WORK (R)
1							
2							
3							
4							
5							
TOTAL VALUE OF WORKS TO BE SUB-CONTRACTED							R

EXPERIENCE OF TENDERER

The following is a statement of work of a similar nature (E.g. Engineering Consultation Services) successfully executed by myself / ourselves within the past 5 years with a minimum value of R 500,000.00:

Bidders must have specific experience and submit references letters (in a form of written proof/(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

SIGNATURE: _____ DATE: _____ (of person authorized to sign on behalf of the Tenderer)

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
.(Client)			
(Contact) Person			
(tel.)		
(email) .			
(Client)			
(Contact Person			
(tel.)		
(email)			
.(Client)			
(Contact Person			
(tel.)		
(email)			
.(Client)			
(Contact Person			
(tel.)		

(email) . _____	_____	_____	_____
-----------------	-------	-------	-------

***PLEASE ATTACHED THE FULL LIST TOGETHER WITH YOUR COMPANY PROFILES**

REFERENCE LETTERS

Note: A service provider must complete the table for Appendix 1, depending on the sub categories of related work or services he or she wants to apply for on page 48, and in doing so must submit references of experience that are applicable to such selected sub categories.

Bidders must have specific experience (E.g. Engineering Consultation Services) and submit recent references (in a form of written proof/(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

Reference Letters must make reference to the nature of the works or services undertaken as well as the total value of the works executed by the bidder.

Reference Letters are to be signed by the referee (either the Director/Manager of the firm/entity or their delegated official) and dated.

Bidders are to note that appointment letters/purchase orders will not be accepted in lieu of reference letters.

Clients may further include on such written references their rating of the Bidder according to any of the following criteria:

- I. Turn-around times
- II. Quality of feedback
- III. Accessibility and availability
- IV. Reliability
- V. Customer satisfaction

Attach Letters of Reference to this page

..... Signature Date
..... Position Name of Bidder

RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Mohokare Local Municipality may result in your tender submission being declared non-responsive.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. The tenderer must be compliant in their tax matters with the South African Revenue Services (SARS).
 2. 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 person prohibited from doing business with the public sector.
 2. The tenderer has not:
 - 3.1. abused the Employer's Supply Chain Management System; or
 - 3.2. failed to perform on any previous contract and has been given a written notice to this effect.
 3. The tenderer is registered on the Central Supplier Database.
 4. The tenderer is not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
 5. A Joint-Venture Agreement, if applicable, is submitted with tender.
 6. Tenderers are required to submit a minimum of three written testimonials from clients to substantiate their ability to undertake the required services, proof in providing engineering consultations within the past 5 years with a minimum value of R 500,000-00.
 7. Tenderers must be registered with CESA (Consulting Engineers South Africa) , Proof of registration must be submitted with the bid submission, and failure to do so will result in disqualification of the bid.
9. The following schedules are fully completed and signed:
- I. Invitation to bid – MBD 1
 - II. Declaration of interest – MBD 4
 - III. Declaration for procurement above R10 million – MBD 5
 - IV. Declaration of bidder's past supply chain management practices
 - V. Certificate of independent bid determination – MBD 9
 - VI. Proof of good standing with municipal accounts
 - VII. Authority for signatory
 - VIII. Joint venture agreement (if applicable)
 - IX. Record of addenda

FUNCTIONALITY CRITERIA

Service Providers will be evaluated in terms of functionality as part of the minimum requirements before evaluated on price as follows:

Evaluation Criteria	Weight
<p>1.Track Record</p> <p>List of similar projects successfully completed (i.e. Engineering Consultant Service for Municipalities/Government Entities) Tenderers have demonstrated experience in working with municipalities and/or government entities and must submit a minimum of one written testimonials from clients to substantiate their ability to undertake the required services. Reference must indicate that the nature of works is similar to works required in this tender document as well as that the value of works completed exceeded R500,000.00.</p>	50
<p>2.Experience of Tenderer</p> <p>Bidders should provide Company Registration Documents as proof of the number of years in operation in the industry (Engineering Consultant Services).</p>	30
<p>3.Personnel's Experience</p> <p>Bidders should provide qualifications, skills, and experience of 3 Engineers / Project Leaders to be assigned and committed to work on the project. Attach (CVs of 3 Engineers / Project Leaders with certified copies of qualifications and work experience of similar projects as well as proof of Registration with ECSA)</p>	20
<p>Total</p>	100

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of **75 points** will then be evaluated in terms 80/20 preference point system.

Criteria	Applicable values/points	Weight	Verification Method
Track Record (For similar works completed. This must be supported by the submission of Reference letters from current/previous clients.) Points are not cumulative; only highest applicable points will be awarded			
1.Track Record ➤ Bidders must have specific experience/Project Completed (e.g. Engineering Consulting Services)	<ul style="list-style-type: none"> ▪ 8 or more References (50 Points) ▪ 5 to 7 References (40 points) ▪ 3 to 4 References (30 points) ▪ 1 to 2 Reference (20 points) ▪ 0 references (0 points - disqualified) 	50	<ol style="list-style-type: none"> 1. Appointment letter. 2. Reference letter.

Experience of Tenderer (Bidders must attach Company Registration Documents as proof of the number of years in the industry) Points are not cumulative; only highest applicable points will be awarded			
2.Experience ➤ This tests the tendering entity's experience in Engineering Consulting Services	Company's number of years in operation in the industry (Engineering Consulting) <ul style="list-style-type: none"> • 10 years and more (30 points) • 7 years to 10 years (20 points) • 4 years to 6 years (15 points) • Less than 4 years (5 points) • If not indicated (0 points) 	30	Attach Company Registration Documents as proof of the number of years in operation in the similar industry (Engineering Consulting Services)

3. Personnel's Experience. (Bidders should provide qualifications, skills, and experience of Engineers to be assigned and committed to work on the project. Attach proof of CV's and Qualifications of Personnel (CVs of Engineers, Qualifications and Proof of Registration with ECSA/CESA Attach under company profile page 40.

Points are not cumulative; only highest applicable points will be awarded

<p>2. Personnel's Experience</p> <p>➤ Bidders should provide qualifications, skills, and experience of engineers to be assigned and committed to work on the project.</p>	<p>An Engineer/Project Leader dealing with the municipality must have a minimum of four years (4) of experience in the similar industry and be registered with ECSA/CESA</p>	<p>20</p>	<p>CVs of Engineers / Project Leaders (Certified copies of qualifications and work experience)</p>
	<p>▪ More than 7 years of experience in the industry of similar nature and registered with ECSA/CESA as per CV (20 Points)</p>		
	<p>▪ More than 5 years of experience in the industry of similar nature and registered with ECSA/CESA as per CV (15 Points)</p>		
	<p>▪ More than 3 years of experience in the industry of similar nature and registered with ECSA/CESA as per CV (5 Points)</p>		
	<p>▪ Less than 3 years of experience in the industry of similar nature and not registered with ECSA/CESA as per CV (0 Points)</p>		

Note: A bidder/s that scores less than 75 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- Proof of Experience in the Industry
- Proof of Locality of Registered Offices
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) – if applicable
- OHS Policy
- Quality Management Plan (if any)
- **Proof of Registration with CESA**
- **Details of Engineers / Project Leader - CV and ECSA Certificates with certified Qualification Certificates to be attached**

Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

Attach Company Profile to this page.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Name of Tenderer	
Supplier Number	

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralizing government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za>

..... Signature Date
..... Position Name of Bidder

SECTION A

YOUR MAIN CONTROLLING COMPANY

Supply information regarding the following

1. NAME

2. ADDRESS

3. SHAREHOLDERS of your controlling Company

(Indicate extent of shareholding especially shareholding of previously disadvantaged groups in your Controlling Company)

4. DIRECTORS

Initials & Surname	ID Number	Citizenship	B-BBEE Compliant Yes/No

5. MANAGEMENT STRUCTURE

Kindly supply information regarding positions held by Black people as defined in the B-BBEE act.

* DEFINITION

"Black People" is a generic term which means Africans, Coloureds and Indians

CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number..... at the price/s quoted. My Offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax Clearance Certificate
 - Proof of banking
 - Municipal rates and taxes
 - Registration documents
 - Pricing schedule(s)
 - Filled in task directive/ proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2017
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (Specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

<p>WITNESSES</p> <p>1.</p> <p>2.</p> <p>DATE:</p>

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. Iin my capacity asaccept your bid under reference numberdated for the rendering of services indicated hereunder and/ or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 days after receipt of an invoice.

Description of service	Price (VAT Incl.) R	Completion date	Preference Points claimed for B-BBEE status

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT..... **ON**.....

NAME (PRINT).....

<p>WITNESS</p> <p>1.</p> <p>2......</p> <p>DATE:</p>
--

SIGNATURE&MUNSTAMP.....

MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document forms part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidders may be rejected if that bidder or any of its directors have:

- (a) Abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- (b) Been convicted for fraud or corruption during the past five years;
- (c) Wilfully neglected, reneged on or failed to comply with any government, municipal or other 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 (No 12 of 2004)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector (Companies or person's by the National Treasury after the audi alteram partem rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) (To access this Register enter the National Treasury's website, number (012) 326 5445.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of it 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?		
4.3.1	If so, furnish particulars:		

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

CERTIFICATION

I, the undersigned (full name)certify that the information furnished on this declaration from true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ **(Bid Number and Description)**

in response to the invitation for the bid made by:

_____ **(Name of Municipality)**

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (A) has been requested to submit a bid in response to this bid invitation;
 - (B) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (C) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

CONTRACT NO: SCM/MOH/20/2023

APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERS FOR A PERIOD OF 3 YEARS

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERS FOR A PERIOD OF 3 YEARS

The Tenderer, identified in the offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all 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 THE PRICES INCLUSIVE OF VALUE-ADDED TAXIS

.....
..... rand [in words]; R [in figures],

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

Signatures (s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and signature
Of witnessDate.....

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 the Agreement and in the Contract that is subject of this Agreement.

The terms of Contracts are within the Tender Document.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange to the delivery of any bonds, guarantees, proof of insurance and other documentation to be provided in terms

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

Signatures (s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and signature
Of witness Date.....

GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Mohokare Local Municipality.

2. EXTENT OF BID

This contract is for the **APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERS FOR A PERIOD OF 3 YEARS**

3. CONTRACT TO THE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfillment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 120 (hundred and twenty) days from the closing date as stipulated in the bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfill the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favorable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be

applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

12. SAMPLES

No sample required.

13. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within the 120 (hundred and twenty) days of the tender validity and will be required to deliver within 21 days upon appointment.

14. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality on the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

15. CLOSING DATE / SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked ***“APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERS FOR A PERIOD OF 3 YEARS”*** the Bid must be deposited in the bid box, Mohokare Municipal Offices, Hoofd Street, Zastron, by no later than 14H00, **17 OCTOBER 2023**. Thereafter bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bidders will not be considered.

16. BID ENQUIRIES

Supply Chain related queries : SCM Accountant
Mr. P Lesenyeho 061 267 1582
pule@mohokare.gov.za

Technical related queries : PMU Manager
Mr. S. Shamase 074 085 3384
mohokarepmu@gmail.com