



BID DESCRIPTION	APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR CITY OF MBOMBELA FOR A PERIOD OF THREE (3) YEARS
BID NO.:	COM88/2025

Issued by:

**City of Mbombela
P O BOX 45
Nelspruit
1200**

**City Manager
Mr W.J Khumalo**

Name of Bidder	
CSD Number	
Address	
Contact Numbers	
Telephone / Cell phone No.	
E-mail Address	

CLOSING DATE: 20 OCTOBER 2025 AT 11:00am

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER



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The City of Mbombela hereby invites Expressions of Interest from qualified and experienced Professional Service Providers for inclusion in a pre-approved database for various infrastructure projects over a three (3) year period.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 18 September 2025 on the National Treasury e-tenders website: www.etender.gov.za and the City's website: www.mbombela.gov.za, free of charge.

Duly completed bid documents and supporting documents which are CERTIFIED ID COPIES OF BUSINESS OWNERS, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE, CURRENT MUNICIPAL RATES AND TAXES STATEMENT FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A TRIBAL AUTHORITY (if the directors reside or business operate in rural area) OR LEASE AGREEMENT accompanied by UP-TO-DATE municipal rates and taxes statement of the lessor FOR BOTH THE BUSINESS AND ITS ACTIVE DIRECTORS, INCLUDING JVs and CONSORTIUM PARTNERS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: **"BID NUMBER, BID DESCRIPTION AND CLOSING DATE"** with the name of the bidder shall be placed in the bid box at the **NELSPRUIT CIVIC CENTRE at 1 NEL STREET, NELSPRUIT**, before **11:00** on the closing date.

A compulsory briefing meeting will be held on the 23rd of September 2025 at 10:00 at 1 Nel Street, Mbombela Civic Centre Hall.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered.

All Tenders will be evaluated in accordance with the Supply Chain Policy of the City of Mbombela and other related legislations. Furthermore, The Municipality shall appoint prospective service providers to be on the Municipality's Consultant Panel based on the field of expertise, qualifications, capacity and work experience.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply during request for quote (RFQ) on an ad-hoc basis, whereby a contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of the RFQ, read in conjunction with the Preferential Procurement Regulations, 2022 and the City's Preferential Procurement Policy where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Procurement Enquiries	:	Nomsa Ndukuya	(013) 759 9052
Technical Enquiries	:	Rudolph Mashego	(013) 759 2190
Employer	:	City Manager, Wiseman Khumalo	
		City of Mbombela, P.O. Box 45; Nelspruit; 1200	

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The results of this bid will be published on council's website as prescribed on section 75(1) (g) of the MFMA and section 23(c) of the SCM Regulations.

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F of Standard for Uniformity in Construction Procurement (of August 2019)**, bound into Section T1.3

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA									
F.1.1	Actions	The Employer is City of Mbombela represented by Technical Services – Infrastructure Planning									
F.1.2	Tender Documents	<p>Tender Document</p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance (not applicable)</p> <p>C1.2 Contract data</p> <p>Part C3: Scope of work</p> <p>C3 Scope of work</p> <p>ANNEXURES</p>									
F.1.3	Interpretation	Add the following new clause:									
F.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>									
F.1.4	Communication and Employer's Agent	<table border="1"> <tr> <td>Agent:</td><td colspan="2">Mr Rudolph Mashego</td></tr> <tr> <td>Address:</td><td>1 Nel street Nelspruit 1200 P O Box 45 Nelspruit 1200</td><td></td></tr> <tr> <td>Tel (Office):</td><td colspan="2">013 759 2190</td></tr> </table>	Agent:	Mr Rudolph Mashego		Address:	1 Nel street Nelspruit 1200 P O Box 45 Nelspruit 1200		Tel (Office):	013 759 2190	
Agent:	Mr Rudolph Mashego										
Address:	1 Nel street Nelspruit 1200 P O Box 45 Nelspruit 1200										
Tel (Office):	013 759 2190										
F.2.1	Eligibility	<p>Only those tenders who have in their employ a person satisfying the following criteria: Company must confirm that the person/s are in full time employment. The following registered professional services (as registered in terms of Engineering Profession Act,2000 will be required in all the projects which will be implemented over three years as and when required, as indicated in the advert.</p> <p>i) A person(s) registered as a Professional Civil Engineer;</p> <p>ii) A person(s) registered as a Civil Engineering Technologist;</p> <p>iii) A person(s) registered as a Professional Structural Engineer;</p>									

CLAUSE NUMBER		TENDER DATA
		<p>iv) A person(s) registered as a Structural Engineering Technologist;</p> <p>(Refer to returnable schedule RD.C.8: Proof of Registration in terms of the Engineering Professions Act, 2000 in Part T2: Returnable Schedules)</p>
		<p>Please note that the procurement policy or supply chain management of the Municipality shall be used to evaluate and adjudicate the tenders.</p> <p>Please further note that the evaluation method of tenders would strictly be Quality Based, only those tenderers who have complied and achieved the minimum required threshold of 70 % would be included in the Three-Year Framework Agreement for Professional Civil Engineering Services delivery and management of infrastructure procurement.</p> <p>Only those tenderers / bidders who have capacity to plan, design and manage labour intensive projects are eligible to claim points. It will be required that successful tenderer's staff <u>must have completed both</u> the following unit standards prior participation on implementation.</p> <p>NQF 7 Unit Standard: Develop and Promote Labour Intensive Construction Strategies.</p> <p>NQF 5 Unit Standard: Manage Labour Intensive Construction Projects.</p>
F.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
F.2.7	Clarification meeting	A compulsory briefing meeting will be held as per details on the invitation to tender in the document above.
F.2.8	Seek clarification	<p><u>Replace</u> the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <u>7 (Seven) working days</u> before the closing time stated in the tender data.</i></p>
F.2.12	Alternative offers	<u>No</u> alternative tender offers will be considered.
F.2.13	Submitting a tender offer	<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 box:</p> <p>Mbombela Civic Centre, Ground Floor 1 Nel Street Nelspruit 1200</p>
F.2.13.3		

CLAUSE NUMBER		TENDER DATA
F.2.13.4		<p>Add the following to the clause</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> 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 CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> 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 PARTNERSHIP submitting a tender, <u>all the partners</u> 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 <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
F.2.13.5		<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 box: Mbombela Civic Centre, Ground Floor 1 Nel Street Nelspruit 1200</p>
F.2.13.9		
F.2.15	Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
F.2.16	Tender offer validity	<p><i>The tender offer validity period is 120 days</i></p> <p>Add the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
F.2.16.5		
F.2.18	Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all design, management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	Submit securities, bonds, policies, etc	The tenderer is required to submit with his tender proof of his original or certified copies of the Professional Indemnity Insurance.
F2.23	Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.

CLAUSE NUMBER		TENDER DATA
F2.24	Canvassing and obtaining of additional information by tenderers	<p>Add the following new clause</p> <p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials 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.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>
F2.25	Prohibitions on awards to persons in service of the state	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <i>who is in the service of the state; or</i> <i>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</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> <i>a member of:-</i> <ul style="list-style-type: none"> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity; or</i> <i>an employee of Parliament or a provincial legislature.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
F2.26	Awards to close family members of persons in the service of the state	<p>Add the following new clause</p> <p><i>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 -</i></p> <ol style="list-style-type: none"> <i>the name of that person;</i> <i>the capacity in which that person is in the service of the state; and</i> <i>the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
F2.27	Vendor registration	<p>Add the following new clause</p> <p><i>The tenderer will be required for registering as a supplier/ service provider on the City of Mbombela's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>

CLAUSE NUMBER		TENDER DATA
F2.28	Tax	<p>Add the following new clause</p> <p><i>A valid tax compliance status must be submitted with this tender document.</i></p> <p><i>In the case of a Joint Venture/Consortium each party must attach their individual valid tax compliance status.</i></p>
F2.29	B-BBEE Status Level of Contributor	<p>Add the following new clause</p> <p><i>A valid original or certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) must be submitted with this tender document</i></p> <p><i>In the case of a Joint Venture/Consortium a valid consolidated B-BBEE Status Level of Contributor certificate must be submitted.</i></p> <p><i>Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.</i></p>
F.3.1	Respond to requests from the tenderer	
F.3.1.1		The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.
F.3.4	Opening of tender submissions	As per tender Notice
F3.11	Evaluation of tender offers	All tenderers who submitted responsive tenders and scored a minimum of 70% will be accepted on the panel.
F3.11.3	Scoring quality	<p>(The scoring of quality will be used as eligibility criteria only and will not form part of evaluation of price and preferential goals.) The quality criteria and maximum score in respect of each of the criteria are as follow:</p> <p>The minimum points for quality for further evaluation is 70%.</p>
F.3.13	Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a.) the tenderer complies with the eligibility criteria stated in clause F.2.1 b.) the tenderer is able to produce a Tax Compliance Status issued by the South African Revenue Service; c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; <ul style="list-style-type: none"> - Copies of municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes.

CLAUSE NUMBER		TENDER DATA
		<p>d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>e.) the tenderer has not:</p> <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. <p>f.) 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 permitted to submit tenders or participate in the contract;</p> <p>g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h.) the tenderer has properly completed the bid documents, all pages must be initialled, and the bid must be properly sealed clearly indicating the description of the service and bid number for which the bid is submitted. This is as outlined in the invitation to bid;</p> <p>i.) falsified or non-corresponding/contradictory information of the documents submitted will lead to immediate disqualification.</p> <p>NB: copies of certified copies will not be accepted, use of tippex or correction fluid, pencil or erasable ink is prohibited and failure to adhere will lead to immediate disqualification.</p>
F3.17	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.3 STANDARD CONDITIONS OF TENDER

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 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 price** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts 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

F.1.5.1 An organ of state may, prior to the award of the tender, cancel the 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.

F.1.5.2 The decision to cancel the tender must be published in the CIDB website and in the Tender Bulletin for the media in which the original tender invitation as 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 tenderers 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

F.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The document will be downloaded from the website, free of charge.

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 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 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, to be determined by the employer
- 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, test 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.
- 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 BBBEE 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:
- complies with the requirements of these Conditions of Tender,
 - has been properly and fully completed and signed, and
 - 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:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - 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 Arithmetical 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.

FORM E: COMPULSORY DECLARATION (SIPDM)

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

Section 1: Enterprise Details**Name of Enterprise**

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.

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Section 3: SARS Information

Tax reference number	
VAT registration number	<i>State Not registered if Not Registered for VAT</i>

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

*insert separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | | | |
|--|--------------------------|---|--------------------------|
| a) a member of any municipal council | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| b) a member of any provincial legislature | <input type="checkbox"/> | | |
| c) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity | <input type="checkbox"/> |
| 1. a member of the board of directors of any municipal entity | <input type="checkbox"/> | | |
| 2. an official of any municipality or municipal entity | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature | <input type="checkbox"/> |

If any of the above boxes are marked, disclose the following:

Name of principal	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 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | | | |
|--|--------------------------|---|--------------------------|
| d) a member of any municipal council | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| e) a member of any provincial legislature | <input type="checkbox"/> | | |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity | <input type="checkbox"/> |
| 3. a member of the board of directors of any municipal entity | <input type="checkbox"/> | | |
| 4. an official of any municipality or municipal entity | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature | <input type="checkbox"/> |

If any of the above boxes are marked, disclose the following:

Name of principal	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 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has 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;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed: _____

Date: _____

Name: _____

Position: _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the ID's of the Directors Certified Shareholders Certificate

OR

- **For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

OR

- **For Joint Venture Agreements**

- Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

OR

- **For Partnership**

1. Certified Copies of the ID's of the partners

OR

- **One person Business / Sole trader**

2. Certified Copy of ID

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.1	
MBD 8: Declaration of tenderer's past supply chain management practices	Form RD.A.2	
Proof of registration on CSD with National Treasury	Form RD.A.3	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.1	
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2022 (NOT APPLICABLE)	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 9: Certificate of independent tender determination	RD.C.1	
Record of services provided to organs of state	RD.C.2	
Status of concern submitting tender	RD.C.3	
Classification of business	RD.C.4	

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.5	
Certificate of authority of signatory	RD.C.6	
Certificate of authority of signatory for joint ventures and consortia	RD.C.7	
Proof of registration in terms of the Engineering Professions Act, 2000	RD.C.8	
EPWP staff for labour intensive construction works (NQF Level 5/7)	RD.C.9	
Proof of professional indemnity insurance	RD.C.10	

RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Terms of Reference for Quality Evaluation		
Evaluation Schedule:	RD.D.1	
Evaluation Schedule: Tenderer's experience	RD.D.2	
Schedule of tenderer's experience	RD.D.3	
Service areas provided	RD.D.4	
Evaluation Schedule: Quality Control Procedures	RD.D.5	
Quality management procedures and systems	RD.D.6	
Evaluation Schedule: Proposed organisation and staffing	RD.D.7	
Evaluation Schedule: Experience of key personnel	RD.D.8	
Key personnel	RD.D.9	
Curriculum vitae of key personnel	RD.D.10	
Evaluation Schedule: Promotion of local enterprises	RD.D.11	

RD.E OTHER MANDATORY DOCUMENTS

Note: Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration

Compliance matters	Non-submission or noncompliance will result in disqualification?
Original or certified Authority for the signatory	
Copy of Tax Compliance Status	
Company Registration Documents.	
Certified copies of the identity documents of Directors of The Company	
Proof of good standing in terms of Municipal Rates and Taxes, for both Directors and Entity (Current / Latest) for the company and all directors	
Usage of Tippex is not allowed	
Amendment without a signature in the bills of quantity or any part of the document is not allowed!	
Completion of the bid document using a pencil or erasable ink is not allowed!	
Full CSD Report not older than 30 Days from the closing date, Summary will not be accepted.	
Certified letter of good standing from the Department of Labour (COIDA)	
Fully completed JV agreement (if applicable)	
Audited Annual Financial Statement for the past three financial years, If the company is required by law to Submit Audited Annual Financial Statement (AFS) or applicable AFS.	
Professional Indemnity	

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Record of addenda to tender documents	RD.E.1	

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FORM RD.A.1 MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 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**

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars

.....

3.12 Are any of the company's directors, trustees, managers,
 principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers,
 principle shareholders, or stakeholders of this company
 have any interest in any other related companies or
 business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM RD.A.2 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document (MBD) must form part of all tenders 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 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 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 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).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	<p>Is the tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)</p>	<p>YES</p> <input type="checkbox"/>	<p>NO</p> <input type="checkbox"/>
	If so, furnish particulars:		
4.2	<p>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)? (To access this register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	<p>YES</p> <input type="checkbox"/>	<p>NO</p> <input type="checkbox"/>
	If so, furnish particulars:		
4.3	<p>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?</p>	<p>YES</p> <input type="checkbox"/>	<p>NO</p> <input type="checkbox"/>
	If so, furnish particulars:		

Item	Question	Response	
4.4	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?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		
4.5	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?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorized 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.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.3 PROOF OF FULL CSD REPORT WITH NATIONAL TREASURY

1. Attach full CSD report (not older than 30 days from the closing date).
2. In the case of a joint venture / consortium, each party must attach copies of their individual full CSD report to this page.

The undersigned, who warrants that he / she is duly authorized 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.

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.1 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

NOTE:

1. Attach original or certified copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must attach a consolidated copy of B-BBEE Verification Certificate in order to claim points.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

APPOINTMENT OF A PANEL OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR THE CITY OF MBOMBELAFOR A PERIOD OF THREE YEARS

in response to the invitation for the tender made by

City of Mbombela

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 or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM RD.C.2 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

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 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.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

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 / Consortium	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

(Mark the appropriate option)

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	CIPRO 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))	Certified Copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
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</u> are held by <u>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
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified Copies of Company registration document.

If the Tendering Entity is a:		Documentation to be submitted with the tender
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium 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
2. Include a copy of the Certificate of Change of Name (CM9) if applicable.

N.B Failure to provide the information as requested the tenderer will be disqualified and no further evaluation will be done on the bid.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.4 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(b.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

(c.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.C.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. 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 _____

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state
particulars _____

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state
particulars _____

5. Is any portion of the goods or services expected to be sourced 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 outside of the Republic.

The undersigned, who warrants that he / she is duly authorized 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.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 CERTIFICATE OF AUTHORITY OF SIGNATORY**RESOLUTION** of the a meeting of the *Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

1. The enterprise submits a tender to the City of Mbombela in respect of the following project:

Tender Number:	Bid No: COM88/2025
Tender Description:	Professional Services and Social Facilitation for Various Projects in Mbombela (As and When Required for a three (3) years period)

2. *Mr/Ms: _____
in *his/her capacity _____
as _____

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note: 1. *Delete which is not applicable. 2. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering 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.	Enterprise stamp
--	------------------

FORM RD.C.7 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium
name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms _____ authorized signatory of the enterprise
_____ acting in the capacity of lead partner
_____ to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.C.8 PROOF OF REGISTRATION IN TERMS OF RELEVANT PROFESSIONAL BODY

The tenderer must provide proof of persons in their **employ** that are registered in terms of the relevant professional body. Tenderer must confirm that registered employees are in full time employment.

Failure to provide registration numbers will lead to none allocation of points

NAME	REGISTRATION			Confirm full time employed
	Professional Category	Discipline	Registration Number	

(Attach documentary proof to this page)

The undersigned, who warrants that he / she is duly authorized 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.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.9 EPWP STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer					
<i>NQF 7 Unit Standard Required: Develop and Promote Labour Intensive Construction Strategies</i>					
Administrator/ Site supervisor					
<i>NQF 5 Unit Standard Required: Manage Labour Intensive Construction Projects</i>					

(Attach documentary proof to this page)

**SUCCESSFUL PROFESSIONAL SERVICE PROVIDERS WILL BE EXPECTED TO ASSIST
ON IMPLEMENTATION AND ENFORCING REPORTING ON EPWP.**

1. Expanded Public Works Programme (EPWP)

Successful Contractors will be expected to provide the Municipality with a completed list of local labourers for EPWP registration, monthly reports on this to be submitted to the project manager. The aforesaid list must be updated and submitted monthly, inclusive of the following details:

- i. Salary / wages spent on local employees versus total wages / salary budget at site
- ii. Number of local employees employed versus per total workforce at site
- iii. Payments made to the local labourers

2. Demographics

Members of the community who are unemployed and who form part of the targeted groups not less than 60% women, not less than 55% (youth from 18 - 35 years of age) and not less than 2% people with disabilities should be given an opportunity to apply for work.

FORM RD.C.10 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

1. The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited (refer to clause C1.2.2 Data Provided by the Employer).
2. Attach a certified copy of Professional Indemnity Insurance to this page. (Failure will result in disqualification).
3. In the case of a joint venture / consortium, each member of the JV/Consortium must have their respective certified copy of their Professional Indemnity Insurance equal to the lead partner.

TERMS OF REFERENCE FOR QUALITY EVALUATION

The quality based evaluation of this tender would be done on the projects listed below

Planning, Design, construction monitoring & management would be based but not limited to the following projects:

1. Roads and Storm water,
2. Vehicle/Pedestrian Bridges,
3. Upgrade and road rehabilitations,
4. Bulk Water Supply (Reservoirs, Main Pipelines, Pumps, etc.) and Household Reticulations
5. Water Treatment Works(Upgrade and New),
6. Bulk Sewer Network(Outfall Sewer, Pumps, Pipe Bridges, etc.) and Household Connections
7. Waste Water Treatment Works(Upgrade and New),
8. Public Transport Facilities(Taxi Ranks) in Various areas in Mbombela,
9. Swimming Pools, Ablution Facilities,
10. Job Linkage Centres, Market Stalls in Various areas,
11. Mechanical workshops for the Municipality,
12. Provision of Independent quality control (Test specialist and analysis),
13. Municipal Community Halls,
14. Sports Facilities (Stadiums, Training Fields, Fan Parks, etc.).

The above to include but not limited to the following

- Establishment on site inclusive of facilities required by the Engineer;
- Provision of OHSA safety plan, Covid-19 implementation and Mitigation plans
- Monitoring of projects for the duration of construction period, in line with the applicable gazette;
- Determine and verification of existing services position
- De-establishment and clearing of site after project completion

15. Tenders should take the following into account:

- Construction will take place in an existing built-up townships;
- Information regarding existing services (i.e. position, depth) is very limited to non-existent. Existing services need to be located and recorded. Services that are in the way need to be relocated beforehand;
- The use of existing infrastructure to be maximised;
- Design must incorporate labour intensive construction;
- Construction Contractors are required to meet a combined Contract Participation Goal of 30% for labour and local enterprises; and
- Tenderer will be expected to comply with all requirements of EIA, WULA, and Traffic Impact Assessment as & when required.

16. The quality evaluation criteria is not only limited to this Framework Contract. Some package orders may include specialist services which may require further quality evaluation.

FORM RD.D.1 SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves, in the past five years.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

FORM RD.D.2 SERVICE AREAS

Refer to the Discussion Paper: The proposed CIDB system for the competitive selection of professional service providers (Final: 2008) available from CIDB's website. These services have been adjusted by City of Mbombela for the purposes of this tender.

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	
CONSTRUCTION SERVICES				
H01	Construction health and safety requirements	Registration with one of the built environment councils	Registration with SACPCMP.	
H02	Mentoring of emerging contractors			
DISPUTE RESOLUTION				
D02	Adjudication of disputes in construction works where GCC is used	Professional Engineer. Professional Construction Manager. Professional Construction Project Manager.	Construction Adjudication Association of South Africa (CAASA).	
D04	Adjudication of disputes in construction works where NEC3 is used		Construction Adjudication Association of South Africa (CAASA). Approved NEC Adjudicator.	
D05	Adjudication of disputes in professional services where the CIDB form of contract is used		Construction Adjudication Association of South Africa (CAASA).	
D06	Adjudication of disputes in professional services where the NEC3 form of contract is used		Construction Adjudication Association of South Africa (CAASA). Approved NEC Adjudicator.	
CIVIL ENGINEERING SERVICES				
C01	Bulk earthworks, terracing, sports fields, township roads, paving and associated drainage (geometric, drainage and materials design)	Professional Engineer. Professional Engineering		

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	
C02	Provincial roads (other than freeways) or intersections with township roads and associated drainage (geometric, drainage and materials design)	Technologist. Professional Engineer. Professional Engineering Technologist.		
C03	Freeways (dual carriage road which does not provide the abutting owners the automatic right of access) and associated drainage (geometric, drainage and materials design)			
C04	Pavement rehabilitation and maintenance			
C05	Railways and associated drainage (geometric, drainage and materials design, rehabilitation and maintenance)			
C06	Water and sewerage reticulation, pipelines and pumping stations			
C07	Water and waste treatment systems			
C08	Dams, weirs and related work		Registered with Department of Water & Sanitation (Dam Safety Office) as an Approved Professional Person (APP) in terms of the National Water Act, 1998 (Act 36 of 1998) and its regulations	
C09	Canals, irrigation and river protection systems			
C10	Water resource management			
C10.1	Sustainable Urban Drainage Systems (SuDS)			
C11	Storm water drainage			
C11.1	Hydrology and flood line determination			
C11.2	Hydrological modelling			

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	
C15	Traffic engineering e.g. the use of engineering techniques to analyse the safe and efficient movement of people and goods.			
C15.1	Intelligent Transport Systems (ITS)			
C15	Traffic Engineering, Systems and related works, including but not limited to APTMS, UTC, AFC, telecommunications and other ITS systems (Traffic Engineering Systems Design, Traffic Engineering modelling, Financial Systems Design and management, Operations and Maintenance support of all the mentioned systems. Contracts Management and Integration Management and Control). The use of engineering techniques to analyse and solve the safe and efficient movement of people and goods. The use of sound financial principles and practices to ensure effective revenue control.	Systems Engineer. Electrical Engineer/Technologist. Professional Project Manager. Professional Engineer. Professional Engineering Technologist. Industrial Engineer/Technologist. Accountant/Finance Specialist		
GEOTECHNICAL ENGINEERING SERVICES				
G01	Geotechnical site, foundation and stability investigations	Professional Engineer. Professional Engineering Technologist. Professional Natural Scientist (Geology).		
G02	Dolomitic stability investigations and related work	Professional Engineer. Professional Engineering Technologist. Professional Natural Scientist (Dolomitic).		
STRUCTURAL ENGINEERING SERVICES				
S01	Buildings and structures	Professional Architects Professional Engineer. Professional Engineering Technologist.		
S02	Water reservoirs and water retaining structures other than dams			
S03	Bridge and culvert design, maintenance and rehabilitation.			
S03.1	Culvert design, maintenance and rehabilitation.	Professional Engineer. Professional Engineering	COTO Registered Culvert Inspector	

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	
S03.2	Bridge design, maintenance and rehabilitation.	Technologist. Committee of Transport. Officials (COLTO) Accreditation	COTO Registered Bridge Inspector	
S03.3	Bridge design, maintenance and rehabilitation.		COTO Registered Senior Bridge Inspector	
ENVIRONMENTAL IMPACT STUDIES				
V01	Environmental impact studies	Professional Engineer. Professional Engineering Technologist. Professional Planner. Professional Natural Scientist.		
V02	Water Use License Applications (WULA)	Professional Engineer. Professional Engineering Technologist. Professional Planner. Professional Natural Scientist.		
MANAGEMENT SERVICES				
P01	Construction management i.e. the management of the construction process of works executed under multiple contracts between an employer and a contractor, from project initiation and briefing to project close out, but without the acceptance of liability for the contractual risks associated with the role of a contractor	Professional Construction Manager. Professional Construction Project Manager Professional Engineer. Professional Engineering Technologist.		
P02	Construction project management services i.e. the management on behalf of a client of the entire process necessary for the procurement of the design and the construction of a project from project initiation through to project close out, relating to buildings (construction works that has the provision of shelter for its occupants or contents as one of its main purposes)			
P03	Construction project management services relating to engineering projects			

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	
TRANSPORT PLANNING				
Y01	Strategic transportation planning - spatial planning, networks, statutory planning frameworks	Professional Engineer. Professional Engineering Technologist. Professional Planner.		
	MIPTN PROFESSIONAL SERVICE CONSULTANTS FRAMEWORK. <ul style="list-style-type: none"> • Strategy / Business planning and development • Demand Modeling and Operations planning • Legal and Institutional Development • Industry transition • Technology and Systems • Marketing and Communication • Independent/social facilitator 	Professional Engineer. Professional Engineering Technologist. Professional Planner.	Experience in strategy and business development consultancy. Must have corporate experienced members that will be directly involved in the business of MIPTN. Must have a skills development and transfer framework. Must have local partnership and office Must have experience in transport demand modelling. Must have skills development and transfer framework Must have local partnership and office. Knowledge of MIPTN be an added advantage Must have concrete legal background. Experience in institutional frameworks and development. Must have experience in IPTNs projects. Must have local partnership and office	

FORM RD.D.3 QUALITY MANAGEMENT PROCEDURES AND SYSTEMS

The tenderer must provide proof of the following:

- ISO 9001:2015 Certificate or the latest relevant ISO certification; and
- If the tenderer is **not** ISO 9001:2015 certified provide a copy of the tenderer's Quality Management System (QMS) and procedures.
- 50% of the Points will be allocated for Quality Management System in place

Note: Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

ISO 9001:2015 Certification

Tenderers who are certified as being compliant to the International Organization for Standardization's ISO 9001:2015 or the latest quality management standard, will be awarded 100% of the schedule's evaluation points. Proof of certification must be attached to this schedule in order to qualify for these points.

Note: Where the entity tendering is a joint venture, the points available for ISO Certification will be pro-rated according to the percentage contribution of each ISO certified partner.

FORM RD.D.4 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this panel. Failure to comply with the request will result in non-allocation of points.

Note: Form RD.D.4 must be complete for each person listed below.

	NAME	PROPOSED POSITION	LOCAL / NON LOCAL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

(Attach additional pages if more space is required)

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4. Failure to comply with the request will result in non-allocation of points.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. <div style="display: flex; justify-content: space-between;"><div>_____ (Signature of person named in schedule)</div><div>_____ Date:</div></div>	

(Attach additional pages if more space is required)

FORM RD.D.6 QUALITY MANAGEMENT PROCEDURES AND SYSTEMS (ISO 9001: 2015)

Certificate of registration with relevant certification body for a valid quality management system. Failure to attach will lead to non-allocation of points.

FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Phase 2:

Phase 2A: EVALUATION ON QUALITY/FUNCTIONALITY

[illegible]

<p>Previous experience of the company in the relevant stream of specialization, attach contractors appointment letters and completion certificates, reference letters,</p> <ul style="list-style-type: none"> Relevant experience in similar projects for Company (Attach Certified appointment letters and reference letters from previous clients and Certified Contractors completion certificates). Failure to provide the requested information will result in non-allocation of points. 	40	R0- to less than R1M completed (5 Points per project) (max 3 projects) (15 points)	Max 15
		R1M- to less than R3M completed (10 Points per project) (max 2 projects) (20 points)	Max 20
		R3M- to less than R5M completed (12.5 Points per project) (max of 2 projects) (25 points)	Max 25
		R5M completed and above (20 Points per project) (max 2 projects, max 40 points)	Max 40
		NB: Values ranges refer to appointed professional fee amounts including disbursements, Supervision and Additional services. It is in the interest of the bidder to ensure that the appointed amount is reflected in the documentation.	
Company based in Mbombela Municipality as indicated in the CSD.	10	Current municipal rates and taxes statement for the business. If leased, a valid lease agreement with the lessor's up-to-date municipal rates and taxes statement must be attached in order to claim full points.	Max 10
Quality management System (ISO 9001: 2015)	10	Verifiable Certificate of registration with relevant certification body for a valid quality management system Attached – 10 None -0	Max 10
Valid CESA Certificate or Similar	10	Verifiable CESA certificate	Max 10
At least 1 Director registered as Professional	5	Proof of Company director registered as Professionals	Max 5
	100		TOTAL

Please Note: The bidder must obtain a minimum score of 70 points. Failure to submit the requested information will result in non-allocation of points.

PART C3: SCOPE OF WORK

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C3.1 EMPLOYER'S OBJECTIVES

The Employer's objective is to create design and construction supervision capacity by appointing multiple Professional Services Providers for the design and construction supervision of various projects in the city of Mbombela area on a framework contract, as-and-when required basis for a 3 year period.

C3.2 BACKGROUND

A list with projects, descriptions is available in **Annexure E: Proposed List of Projects**. The list is a preliminary list of projects and allocations of projects will not be restricted to the list.

C3.3 MANAGEMENT / OVERSIGHT STRUCTURES FOR THE PROJECT

Projects will be fully managed by City of Mbombela

C3.4 DESCRIPTION OF THE SERVICES

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No.46 of 2000):

C3.4.1 Planning, Studies, Investigations and Assessments

These typical services relate to carrying out studies and investigations as well as the preparation and submissions of reports embodying preliminary proposals or initial feasibility studies and will normally remunerated on a time and cost basis.

Typical Functions	Typical Deliverables
<ol style="list-style-type: none">1. Consultation with employer or employer's authorized representative.2. Inspection of the site of the project.3. Developing a scope of work where required.4. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option.5. Assessments of existing built environment elements with a view to informing the project options, the scope of work and how to refurbish and/or integrate new works with existing works.6. Consultation with authorities having rights or powers of sanction as well as consultation with public and stakeholder groups.7. Advice to employer as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the employer's expense.8. Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.	<ul style="list-style-type: none">♦ Collation of information;♦ Reports on options and technical and financial feasibility and related implications;♦ List of consents and approvals; and♦ Schedule of required surveys, tests, analyses, site and other investigations.

Typical Functions	Typical Deliverables
9. Investigating financial and economic implications relating to the proposals or feasibility studies. 10. Clause 9 does not normally apply to civil and structural services on Building Projects where these services are provided by a Quantity Surveyor, except as far as the interpretation of cost figures in respect of the Engineer's scope of work is concerned.	

C3.4.2 Normal Services

C3.4.2.1 Stage 1: Inception (Defined as: Establish employer requirements and preferences assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).

Typical Functions	Typical Deliverables
1. Assist in developing a clear project brief. 2. Attend project initiation meetings. 3. Advise on procurement policy for the project. 4. Advise on the rights, constraints, consents and approvals. 5. Define the scope of services and scope of work required. 6. Conclude the terms of the agreement with the employer. 7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services. 8. Determine the availability of data, drawings and plans relating to the project. 9. Advise on criteria that could influence the project life cycle cost significantly. 10. Provide necessary information with the agreed scope of the project to other consultants involved.	<ul style="list-style-type: none"> ♦ Agreed scope of services and scope of work; ♦ Signed agreement; ♦ Report on project, site and functional requirements; ♦ Schedule of required surveys, tests, analyses, site and other investigations; and ♦ Schedule of consents and approvals.

- C3.4.2.2 Stage 2: Concept and Viability (also called Preliminary Design) (Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Agree documentation programme with principle consultant and other consultants involved. 2. Attend design and consultants' meetings. 3. Establish the concept design criteria. 4. Prepare initial concept design and related documentation. 5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 6. Establish regulatory authorities' requirements and incorporate into the design. 7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents. 8. Establish access, utilities, services and connections for the design. 9. Coordinate design interfaces with other consultants involved. 10. Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and employer and suitable for costing. 11. Provide cost estimates and life cycle costs as required. 12. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants. 	<ul style="list-style-type: none"> • Concept design; • Schedule of required surveys, tests and other investigations and related reports; • Process design; • Preliminary design; and • Cost estimates as required.

- C3.4.2.3 Stage 2 Review: Concept and Viability Review (also called Preliminary Design Review) (Defined as: Review of concept and viability report(s) and all related information (project scope, scale, character, form and function, preliminary programme and viability of the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Carefully studying and critically reviewing concept and viability report(s). 2. Attend meetings with client. 3. Critically review of preliminary programme. 4. Amending/adjusting of preliminary programme. 5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 6. Advise the employer if project is viable. 7. Make adjustments to the concept and viability report and all related information. 8. Recalculating project costs. 9. Taking professional liability of concept and viability report. 10. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants. 	<ul style="list-style-type: none"> • Preliminary design review report; • Schedule of required surveys, tests and any other investigations that may be required; • Adjusted programme; • Cost review report; and • Statement/Certification indicating that consultant assumes professional liability of Stage 2 after carefully reviewing and amending/adjusting all available information for this stage.

C3.4.2.4 Stage 3: Design Development (also termed Detail Design) (Defined as: Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project)

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Review documentation programme with principal consultant and other consultants involved. 2. Attend design and consultants' meetings. 3. Incorporate employer's and authorities' detailed requirements into the design. 4. Incorporate other consultant's designs and requirements into the design. 5. Prepare design development drawings including draft technical details and specifications. 6. Review and evaluate design and outline specification and exercise cost control. 7. Prepare detailed estimates of construction cost. 8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved. 9. Submit the necessary design documentation to local and other authorities for approval. 	<ul style="list-style-type: none"> ♦ Design development drawings; ♦ Outline specifications; ♦ Local and other authority submission drawings and reports; ♦ Detailed estimates of construction costs; and ♦ Report indicating that consultant assumes professional liability of stage 3 after carefully reviewing and amending/adjusting all available information for this stage.

C3.4.2.5 Stage 3 Review: Design Development Review (also termed Detail Design Review) (Defined as: Review of detailed design drawings (dxf/dwg/pdf), design report(s) and all project related information (design specifications, client specifications, health and safety specifications, statutory requirements, costing plan, financial viability and programme for the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Carefully studying and critically reviewing detailed designs 2. Attend meetings with client. 3. Critically review of programme. 4. Amending/adjusting of programme. 5. Making adjustments/changes on the electronic design drawings (dxf/dwg/pdf) where necessary. 6. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 7. Reviewing and recalculating of detailed estimates of construction cost. 8. Taking professional liability of reviewed and adjusted design drawings and design report. 9. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants. 10. Re-submit the necessary design documentation to local and other authorities for approval (Wayleave). 	<ul style="list-style-type: none"> ♦ Design development drawings; ♦ Outline specifications; ♦ Local and other authority submission drawings and reports; and ♦ Detailed estimates of construction costs.

- C3.4.2.6 Stage 4: Documentation and Procurement (Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Attend design and consultants' meetings. 2. Prepare specifications and preambles for the works. 3. Accommodate services design. 4. Check cost estimates and adjust designs and documents if necessary to remain within budget. 5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant. 6. Prepare documentation for contractor procurement. 7. Review designs, drawings and schedules for compliance with approved budget. 8. Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant. 9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required. 10. Provide information to the client which will assist in the evaluation of tenders. 11. Assist with the preparation of contract documentation for signature. 12. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others 13. Assess samples and products for compliance and design intent. 	<ul style="list-style-type: none"> ♦ Specifications; ♦ Services co-ordination; ♦ Working drawings; ♦ Budget construction cost; ♦ Tender documentation; ♦ Tender evaluation report; ♦ Tender recommendations; and ♦ Priced contract documentation.

- C3.4.2.7 Stage 5: Contract Administration and Inspection (Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Attend site handover. 2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections. 3. Carry out contract administration procedures in terms of the contract. 4. Prepare schedules of predicted cash flow. 5. Prepare pro-active estimates of proposed variations for employer decision making. 6. Attend regular site, technical and progress meetings. 7. Review the Contractor's quality control programme and advice and agree a quality assurance plan. 	<ul style="list-style-type: none"> ♦ Schedules of predicted cash flow; ♦ Construction documentation; ♦ Drawing register; ♦ Estimates for proposed variations; ♦ Contract instructions; ♦ Financial control reports; ♦ Valuations for payment certificates; ♦ Progressive and draft final account(s); ♦ Practical completion and defects list; and ♦ Electrical Certificate of Compliance.

Typical Functions	Typical Deliverables
8. Inspect works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail C3.4.3.2 for Level 1: periodic construction monitoring. 9. Review outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing. 10. Adjudicate and resolve financial claims by contractor(s). 11. Assist in the resolution of contractual claims by the contractor. 12. Establish and maintain a financial control system. 13. Clarify details and descriptions during construction as required. 14. Prepare valuations for payment certificates to be issued by the principal agent. 15. Instruct, witness and review of all tests and mock ups carried out both on and off site. 16. Check and approve contractor drawings for design intent. 17. Update and issue drawings register. 18. Issue contract instructions as and when required. 19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties. 20. Inspect the works and issue practical completion and defects lists. 21. Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.	

C3.4.2.8 Stage 6: Close-Out (Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

Typical Functions	Typical Deliverables
1. Inspect and verify the rectification of defects. 2. Receive, comment and approve relevant payment valuations and completion certificates. 3. Facilitate and/or procure operations and maintenance manuals, guarantees and warranties. 4. Prepare and/or procure as-built drawings and documentation. 5. Conclude the final accounts where relevant.	<ul style="list-style-type: none"> ♦ Valuations for payment certificates. ♦ Works and final completion lists. ♦ Operations and maintenance manuals, guarantees and warranties. ♦ As-built drawings and documentation. ♦ Final accounts.

C3.4.2.7 Revision of stages already completed

In cases where Stages 1, 2 or 3 have been previously completed by another consultant the Employer can require a revision of such a stage. The Typical Functions and Deliverables will be adjusted to suit the level and extent of the revision required.

The percentage for the stage in the case of cost based appointments will also be adjusted from the guideline percentages to suit the level and extent of the revision required.

C3.4.3 Additional Services

C3.4.3.1 Additional Services pertaining to all stages of the project

- (1) All services related to defining the scope of work, previously carried out under the report stage and that was normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilization.
- (3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (4) Making arrangements for way leaves, servitudes or expropriations.
- (5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (6) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (7) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
- (8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
- (9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- (10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (11) Detailed inspection, reviewing and checking of designs and drawings not prepared by the service provider and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- (12) Travel and travel time costs related to offsite inspection and testing of materials and plant during manufacture and or prior to delivery to site.
- (13) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (14) Abnormal additional services by or costs to the service provider due to the failure of a contractor or others to perform their required duties adequately and on time.
- (15) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimize or maintain proper functioning of any process or system.
- (16) Investigating or reporting on tariffs or charges leviable by or to the employer.
- (17) Advance ordering or reservation of materials and obtaining licenses and permits.
- (18) Preparing detailed operating, operation and maintenance manuals.
- (19) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the service provider to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the employer prior to the execution thereof.
- (20) The frequency and extent of site administration and sections that are required relative to the norm. The frequency and duration of works inspections will depend on many factors, such as the nature, complexity and duration of the project, site location, project programme, contractor competence, important elements of the works being enclosed or covered etc. The norm is that meetings and inspections should occur at an average frequency of once every 2 weeks with more frequent occurrences during critical stages of the work as described for Level 1: Construction Monitoring in clause C3.5.3.2. When the frequency of meetings and inspections exceeds this norm then such additional attendance at meetings and related inspections are considered as additional services.
- (21) Preparing as-built drawings and designs done by others or related alterations to existing works.
- (22) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - incorporation of any targeted participation goals;
 - the measuring of key participation indicators;
 - the selection, appointment and administration of participation and;

- Auditing compliance to the above by any contractors and/or professional consultant.
- (23) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the service provider provides services.
- (24) Any other additional services, of whatever nature, specifically agreed to in writing between the service provider and the employer.

C3.4.3.2 Construction Monitoring

- (1) Quality Assurance (QA) during construction refers to the engineering activities that are implemented to assure the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met, is acceptable.
- (2) This means that the client and consulting engineer should agree a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliances and related responsibilities, bearing in mind that the consulting engineer has a duty of care while the client should strive to ensure quality and minimise life-cycle costs.
- (3) The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.
- (4) The stage 5 construction monitoring services described in C3.4.2.5 above will normally suffice for simple projects where more regular inspections are not required other than during critical stages of the works with less frequent visits once the portion of the works in which the consulting engineer is involved has largely been completed. However, there are many other situations where more regular construction monitoring is required for quality assurance and certification.
- (5) Aspects that need to be considered determining the degree to which additional construction monitoring services are required are:
 - a) The type of work;
 - b) The discipline of the work (civil, structural, mechanical, electrical etc.);
 - c) The competency and reputation of the contractor and its related quality control system;
 - d) The speed with which critical elements of the work are covered;
 - e) The consequences of non-compliance; and
 - f) Timing and ease of subsequent detection and rectification of non-compliances.
- (6) Arising from the above, three levels of construction monitoring may be defined and described, as follows:
 - a) **Level 1**: Periodic Construction Monitoring (Normal Services i.e. no additional services).
 The Consulting engineer's staff shall:
 - i. Visit the works at a frequency of once every two weeks on average over the duration of the works, with additional visits for completion inspections and inspections for defects lists.
 - ii. Review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.

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

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

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

- c) **Level 3:** Full-time Construction Monitoring (Full time staff seconded to the client for the duration of the works and paid for by the client).

The full time construction monitoring staff shall:

- i. Maintain a full time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
- ii. Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
- iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

- (7) Most structural engineering work typically requires at least Level 2 monitoring and the costs associated with this level of monitoring are included in the guideline fee for building projects to facilitate agreements. For example, in structural concrete work the correct position of reinforcing steel may need to be witnessed for all elements of the structure prior to pouring concrete. The consulting engineer may also require acceptance testing of the concrete on a regular basis depending on the quality controls instituted by the contractor as part of the quality assurance plan.
- (8) In the case of large civil works where all materials and elements are generally regarded as being critical and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.
- (9) In the case of some mechanical and electrical works related to simple routine projects, such as general educational buildings, primary healthcare and some institutional building projects, Level 1 monitoring is usually sufficient. On projects where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, commercial, retail and office buildings with complex electrical and mechanical works, level 2 or Level 3 construction monitoring is normally required.
- (10) Where Level 2 construction monitoring is required as an additional service and the works are located close to the consulting engineer's offices, it may be economical to provide the additional service using the consulting engineer's staff on a time and cost basis. Where the works are more remote it may be more cost-effective to second full time or part time staff to the project to carry out the necessary inspections. In all instances the consulting engineer will, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction monitoring on site to the extent specifically defined in the agreement.
- (11) In some instances, staff are made available by the client to assist in construction monitoring in which cases these persons should report to and take instructions from the consulting engineer or an authorized representative of the consulting engineer to avoid mixed messages being passed to the Contractor.

C3.4.3.3 Occupational Health and Safety Act, 1993 (Act 85 of 1993) and COVID-19 Mitigation plans

Should the employer require the consulting engineer to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the employer, the additional services may include the following:

- (1) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- (2) The consulting engineer must execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

C3.4.3.4 Quality Assurance System

Where the employer requires that a quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.

C3.4.3.5 Lead Service Provider

Should the employer require the consulting engineer to assume the leadership of a joint venture, consortium or team of service providers, of the same discipline, prescribed or requested by the employer, the additional services may include the following:

- (1) Responsibility for the overall administration of all sections of the services, including those portions of the services, which fall within the ambit of the other consulting engineers.
- (2) Responsibility for the overall co-ordination, programming of design and financial control of all the works included in the services.
- (3) Processing certificates or recommendations for payment of contractors.

C3.4.3.6 Engineering Management Services (Principal Consultant)

Should the employer require the consulting engineer to undertake duties of an engineering management nature on behalf of the employer, where the project involves (a) multi-disciplinary team(s) the additional services will include the following:

Stage 1 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none">1. Facilitate development of a clear project brief.2. Establish the procurement policy for the project.3. Assist the employer in the procurement of necessary sub-consultants including the clear definition of their roles and responsibilities.4. Establish in conjunction with the employer, other consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project.5. Define the consultant's scope of work and services.6. Conclude the terms of the agreement with the employer.7. Facilitate a schedule of the required consents and approvals.	<ul style="list-style-type: none">♦ Project brief;♦ Agreed scope of work;♦ Agreed services;♦ Project procurement policy;♦ Signed agreements;♦ Integrated schedule of consents and approvals;♦ Project initiation programme; and♦ Record of all meetings.

Typical Functions	Typical Deliverables
8. Prepare, co-ordinate and monitor a project initiation programme. 9. Facilitate employer approval of all Stage 1 documentation.	

Stage 2 Services:

Typical Functions	Typical Deliverables
1. Assist the employer in procurement of other sub-consultants. 2. Advise the employer on the requirement to appoint a health and safety consultant. 3. Communicate the project brief to the other consultants and monitor the development of the concept and viability. 4. Agree format and procedures for cost control and reporting by the other consultants. 5. Prepare a documentation programme and indicative construction programme. 6. Manage and integrate the concept and viability documentation for presentation to the employer for approval. 7. Facilitate approval of the concept and viability by the employer. 8. Facilitate approval of concept and viability by statutory authorities.	<ul style="list-style-type: none"> ♦ Signed consultant/employer agreements; ♦ Indicative documentation programme and construction programme; and ♦ Approval by the employer to proceed to Stage 3.

Stage 3 Services:

Typical Functions	Typical Deliverables
1. Agree and implement communication processes and procedures for the design development of the project. 2. Assist the employer in the procurement of the necessary other consultants including the clear definition of their roles and responsibilities. 3. Prepare, co-ordinate, agree and monitor a detailed design and documentation program 4. Conduct and record consultants' and management meetings. 5. Facilitate input required by health and safety consultant. 6. Facilitate design reviews for compliance and cost control. 7. Facilitate timeous technical co-ordination. 8. Facilitate employer approval of all Stage 3 documentation.	<ul style="list-style-type: none"> ♦ Additional signed employer/consultant agreements; ♦ Documentation programme; ♦ Record of all meetings; and ♦ Approval by the employer to proceed to Stage 4.

Stage 4 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the employer and the other consultants. 2. Prepare and agree the procurement programme. 3. Advise the employer, in conjunction with the other consultants on the appropriate insurances. 4. Co-ordinate and monitor preparation of procurement documentation by consultants in accordance with the project procurement programme. 5. Manage procurement process and recommended contractors for approval by the employer. 6. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works. 7. Co-ordinate and assemble the contract documentation for signature. 	<ul style="list-style-type: none"> ♦ Procurement programme; ♦ Tender/contract conditions; ♦ Record of all meetings; ♦ Obtain approval by the employer of tender recommendation(s); and ♦ Contract documentation for signature.

Stage 5 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Arrange site handover to the contractor. 2. Establish construction documentation issue process. 3. Agree and monitor issue and distribution of construction documentation. 4. Instruct the contractor on behalf of the employer to appoint subcontractors. 5. Conduct and record regular site meetings. 6. Monitor, review and approve the preparation of the construction programme by the contractor. 7. Regularly monitor performance of the contractor against the construction programme. 8. Adjudicate entitlements that arise from changes required to the construction programme. 9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s). 10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors. 11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant. 12. Monitor preparation of the environmental management plan by the environmental consultant. 13. Establish procedures for monitoring scope and cost variations. 14. Monitor, review, approve and issue certificates 	<ul style="list-style-type: none"> ♦ Signed contracts; ♦ Approved construction programme; ♦ Construction documentation; ♦ Payment certificates; ♦ Progress reports; ♦ Record of meetings; and ♦ Certificate(s) of practical completion.

Typical Functions	Typical Deliverables
15.Receive, review and adjudicate any contractual claims. 16.Monitor preparation of financial control reports by the other consultants. 17.Prepare and submit progress reports. 18.Coordinate, monitor and issue practical completion lists and the certificate of practical completion. 19.Facilitate and expedite receipt of the occupation certificate where relevant.	

Stage 6 Services:

Typical Functions	Typical Deliverables
1. Co-ordinate and monitor rectification of defects. 2. Manage procurement of operations and maintenance manuals, guarantees and warranties. 3. Manage preparation of as-built drawings and documentation. 4. Manage procurement of outstanding statutory certificates. 5. Monitor, review and issue payment certificates 6. Issue completion certificates. 7. Manage agreement of final account(s). 8. Prepare and present the project close-out report.	<ul style="list-style-type: none"> ♦ Completion certificates; ♦ Record of necessary meetings; and ♦ Project close-out report.

C3.4.3.7 Mediation, Adjudication, Arbitration and Litigation proceedings and similar Services

Where the employer requires the consulting engineer to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the employer and the consulting engineer:

- (1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
- (2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings such as Contractor disputes.
- (3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

C3.4.3.8 Principle Agent of the Employer

When a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the principal agent of the employer on a building or multi-disciplinary project for the purposes of procurement and construction on a project, the consulting engineer will also be responsible for the following:

Stage 3 Services:

Typical Functions	Typical Deliverables
1. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.	♦ Detailed design and documentation programme.

Stage 4 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the employer and the other consultants 2. Prepare and agree the procurement programme. 3. Advise the employer, in conjunction with the other consultants on the appropriate insurances. 4. Manage procurement process and recommended contractors for approval by the employer. 5. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works. 6. Co-ordinate and assemble the contract documentation for signature. 	<ul style="list-style-type: none"> ♦ Procurement programme; ♦ Tender/contract conditions; and ♦ Contract documentation for signature.

Stage 5 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Arrange site handover to the contractor. 2. Establish construction documentation issue process. 3. Agree and monitor issue and distribution of construction documentation. 4. Instruct the contractor on behalf of the employer to appoint subcontractors. 5. Conduct and record regular site meetings. 6. Review, approve and monitor the preparation of the construction programme by the contractor. 7. Regularly monitor performance of the contractor against the construction programme. 8. Adjudicate entitlements that arise from charges required to the construction programme. 9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s). 10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors. 11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant. 12. Monitor preparation of the environmental management plan by the environmental consultant. 13. Establish procedures for monitoring scope and cost variations. 14. Monitor, review, approve and issue certificates 15. Receive, review and adjudicate any contractual claims. 	<ul style="list-style-type: none"> ♦ Signed contracts; ♦ Approved construction programme; ♦ Construction documentation; ♦ Payment certificates; ♦ Progress reports; ♦ Record of meetings; ♦ Certificate(s) of practical completion; and ♦ Facilitate and expedite receipt of occupation certificates.

Typical Functions	Typical Deliverables
16. Monitor preparation of financial control reports by the other consultants. 17. Prepare and submit progress reports. 18. Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion.	

Stage 6 Services:

Typical Functions	Typical Deliverables
1. Co-ordinate and monitor rectification of defects. 2. Manage procurement of operations and maintenance manuals, guarantees and warranties. 3. Manage preparation of as-built drawings and documentation. 4. Manage procurement of outstanding statutory certificates. 5. Monitor, review and issue payment certificates 6. Issue completion certificates. 7. Manage agreement of final account(s). 8. Prepare and present the project close-out report.	<ul style="list-style-type: none"> ♦ Completion certificates; ♦ Record of necessary meetings; and ♦ Project close-out report.

C3.4.3.9 Training and mentoring of students and employees

As the employer is actively assisting in providing experiential training for students and employees in the process of registering with the Engineering Council of South Africa the service provider will be required to provide training and mentoring when requested to do so.

C3.6 SUPPLIER PERFORMANCE EVALUATION PROCEDURE

- C3.6.1 The Employer's Agent responsible for a particular Task Order is required, within 10 (ten) working days of the submission of the final Supplier's invoice for services associated with the Task Order, to evaluate the Supplier's performance in completing a Task by completing the evaluation form in Annexure A1 and summarized to Annexure A2.
- C3.6.2 The Employer's Agent in reviewing the Supplier's performance shall consider whether satisfactory progress was affected by matters outside or within the Supplier's control. The assessment shall be made, after taking into account matters beyond the Supplier's control.
- C3.6.3 The Supplier shall be given a copy of each performance report and be given 10 (ten) working days to respond to its content, if necessary. The Employer's Agent shall address any issues raised by the Supplier and respond in writing within 10 (ten) working days of receipt of such response.
- C3.6.4 The Supplier may thereafter appeal the scoring of the Employer's Agent to the Group Head of the Department who shall delegate and independent official to review the score and correspondence and, if necessary communicate with the Supplier and Employer's Agent, individually or separately. The score allocated by such an official shall be final and no further representations shall be entertained.
- C3.6.5 The Employer may change the evaluation form, in which case the Supplier will be furnished with a copy of the revised form before or at the time that a Task Order is issued.

C3.8 REQUIREMENTS

C3.8.1 Labour-intensive works

- (1) The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" or equivalent QCTO qualifications.
- (2) The staff member of the consultant who is responsible for the administration of any works contract involving labour intensive works must have completed the NQF level 5 unit standard "Manage Labour Intensive Construction Projects" or equivalent QCTO qualifications.

The Consultant must provide the Employer with satisfactory evidence that staff members satisfy the requirements of 1 and 2.

- (3) The Consultant must design and implement the construction/maintenance works in accordance with the Guidelines for the Implementation of the Labour Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the National Department of Public Works. The Consultant must sign the undertaking (Appendix E of Guidelines) confirming they have complied with EPWP requirements at design and implementation stages
- (4) The Consultant shall, for monitoring purposes, keep monthly records of and transmit to the Client data obtained from the contractor on the following indicators with regard to workers employed:
 - Project budget and planned output according to EPWP requirements
 - Actual Project Expenditure and actual output according to EPWP requirements
 - Planned and achieved labour intensity
 - Number of work opportunities created
 - Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
 - Wage rate earned on project
 - Number of person-days of employment created
 - Copies of identity documents of workers
 - Number of persons who have attended training including the nature and duration of training provided
 - Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E Framework
 - Services provided or delivered maintained in accordance with indicators in the EPWP M&E Framework
- (5) The values for the indicators shall be submitted to the employer according to the agreed time frames on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from www.epwp.gov.za.
- (6) The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
 - a) whenever a payment certificate is presented to the Employer for payment; and
 - b) immediately after the issuing of a practical completion certificate that signifies that

the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

C3.8.2 Mentoring Services

(1)Objective

- Determine and analyse the shortcomings of contractor in the areas of technical, operational, business knowledge and experience in their trade, and facilitate the development of such areas.
- Mentor contractors under a programme to implement projects in a cost effective manner without compromising quality or construction standards.

- Mentor a contractor to allow such contractors to exit the programme as a sustainable business under the programme.

(2) Duties, obligations and purpose of the mentor

The duties, obligations and purpose of the mentor are to:

- Draft a Goal Development Plan for the contractors for the duration of a programme that will specify the areas of intervention, the type of intervention to be carried out, milestones and measurable outcomes.
- Conduct a Training Needs Analysis and develop a training plan aligned to the Goal Development Plan
- Facilitate access to finance for the contractors.
- Minimize the departments' and the contractors' risk of projects not being delivered within stated requirements, budget and time.
- Provide access and/or assistance to contractors under a programme in the areas of tendering, project management, technical, managerial, administrative, contractual, legislative and commercial expertise.
- Capacitate contractors to successfully complete their contracts.
- Capacitate contractors to eventually work independently and profitably upon exit of a programme
- Grow contractors and their profiles to enable them to move to a higher Construction Industry Development Board (CIDB) grading.
- It is the duty of the mentor to provide ongoing support in identified areas of the development of the contractor and also submit to the instructions directed by the department or its authorized representatives. The department's instructions shall always take precedence over the contractor needs or instructions. The mentor is not precluded from rendering private services to the contractor unless such services is in conflict with the mentor's obligations and responsibilities in terms of his contract.
- Enable the contractors, upon exit of the programme, to have in place a good business system.

(3) Urgent request for mentorship intervention

- The mentor will be required to respond to the department's request where a contractor requires urgent mentorship intervention to the discretion of the department.
- Such intervention may be for a specific deliverable to be completed.

(4) Reporting requirements of the Mentor

The mentor will be required to report to the department with regards to the contractor and projects on the following basis:

- In writing (post, letter, fax or e-mail) to the department, and within 48 hours of becoming aware of any situations that may have a material effect on any parties of the programme.
- On a monthly basis, a detailed written report that must include among other the following:
 - Stipulating the date, time and venue of the session, the aims of the sessions, the rationale for the session, the outcomes of the sessions and any additional comments.
 - Weaknesses or areas that require attention of the contractor and how it is being resolved or intended to be resolved, whether it be on an identified project or projects or general business management.
 - The mentor's assessment of the contractor's resource usage (labour, tools, materials, equipment, etc.), employment created, operational conditions (weather, geographical conditions, etc.) and the challenges it poses to the successful execution of the projects.
 - A checklist of the contractors' compliance to legislative, contractual and administrative requirements.
- On a quarterly basis, a detailed written report that must include among other the following:
 - A summary of all monthly reports.
 - Outline progress against contractor's Goal Development Plan

- A summary of training undergone by contractor and progress in the implementation of the training.
- A summary of the progress of projects undertaken during the quarter.
- Outline progress on the accessing of finance, where applicable.
- Report or present reports, whether it be in writing or in person, when requested to do so by the department other than the above.
- Prepare a close out report.

(5) Termination of Mentor's services

- The department may terminate the services of a mentor on a particular project or contractor at its discretion.
- The department will not be obliged to provide reasons for such termination to the mentor.

(6) Department's duties and responsibilities

- The department shall arrange an introductory meeting to introduce the mentor and his/her purpose to the contractor
- Provide the mentor with general information regarding the contractors

C3.8.3 Construction Manager Services

(1) Obligations

Manage the construction and achieve the execution and completion of the works in a manner which:

- a) Conform to programme, budget and client objectives.
- b) Conform to specifications of design engineer.
- c) Comply with prevailing legislation (safety etc.).
- d) Conductive to possible time and cost savings for the client.
- e) Give specialist, knowledgeable and competent advice in regards to construction process and personnel.
- f) Quality.

(2) Authority

The construction manager has no authority to:

- a) Alter design and specifications.
- b) Have a contract with the small contractor or his workforce.
- c) Relieve anybody of their duties or obligations.
- d) The construction manager will implement actions to avoid or minimizing delays and additional costs. The manager has been delegated discretion exercisable over matter affecting the client.

(3) Co-operation with others

The construction manager shall:

- a) co-operate with the Project Engineer. (Principle consultant)
- b) direct all instructions and communications via the Project Engineer.
- c) co-operate fully with all members of the Technical Team.
- d) provide to members of the Technical Team all Construction Management Services information; especially the Project Manager and Materials Manager.
- e) adhere to client's advices and apply only accepted norms relating to labour management, labour relations and dispute resolution.
- f) pre-empt the development of labour disputes and inform the client.

(4) Site staff and facilities

The construction manager shall not alter his site staff or site facilities without the written consent of the client.

(5) Advances and payments

The construction manager shall account fully to the client for all payments, advances and disbursements made on behalf of the client.

(6) Liability

The Construction Manager shall be liable to and pay compensation to the client all additional costs incurred and losses suffered by the client in respect of:

- a) the settlement of legitimate claims by the small contractor.
- b) insufficient utilisation of plant, equipment and labour paid for by the client.
- c) the loss of materials paid for by the client.
- d) damage caused to site facilities through negligent acts of the site staff under control of construction manager.

(7) Exclusions

The construction manager shall not be liable for damages arising from:

- a) the acts of any contractor or workforce;
- b) the acts of any site staff not under the construction manager control;
- c) any section of the project for which the construction manager has not been appointed;
- d) the actual project cost exceeding the project budget as estimated;
- e) the resolution of any labour disputes;
- f) inclement weather conditions;
- g) sub-surface conditions;
- h) the occurrence of any event beyond the control of the construction manager which results in:
 - i) a material affect of the works.
 - ii) disruption of labour and materials.
 - iii) disruption in free access to the site.
 - iv) material risk to persons or property.
 - v) any accepted risk.

(8) Stage 3 & 4 services:

Typical Functions	Typical Deliverables
1. Attend project coordinating meetings. 2. Attend technical team meetings. 3. Familiarize with project objectives, project programme, scope, implementation strategy etc. 4. Inspect site. 5. Advise client in respect of matters relating to utilization of local community. <ol style="list-style-type: none"> i) enhance labour intensive methods ii) limiting uneconomic labour intensive activities iii) potential modifications to the design proposals 6. Advise the client on: <ol style="list-style-type: none"> i) formulation of sub-projects ii) construction periods for sub-projects iii) skills and resources required by learner contractors 7. Advise client regarding extend of training needed. 8. Advise client in respect of safety. 9. Compilation of a detailed materials list. 10. Compilation of a detailed list of tools. 11. A report to the client incorporating:	♦ Training schedules ♦ Materials list ♦ Tools list ♦ Contract management report ♦ Assets register

Typical Functions	Typical Deliverables
<ul style="list-style-type: none"> i) proposed organisational structure for the construction Management site staff ii) requirements in respect of site staff including furniture etc. iii) shadow prices iv) estimated costs for services v) estimated requirements for Specialist Contractors. vi) proposed programme viii) cash flow <p>12. Confirm that contracts can be concluded with specialist contractors.</p> <p>13. Establish a register to record assets purchased.</p> <p>14. Make arrangements for site security.</p> <p>15. Advise client on tender documents and contracts.</p> <p>16. Advise on appropriate tender procedures.</p> <p>17. Update shadow prices.</p> <p>18. Assist engineer in tender recommendations.</p> <p>19. Consult with learner contractor's regarding the break-down of lump sums.</p> <p>20. Ensure that all necessary resources are in place.</p>	

(9) Stage 5 Services:

Typical Functions	Typical Deliverables
<p>1. General</p> <p>The Construction Manager shall:</p> <ul style="list-style-type: none"> a) attend the project co-ordinating meetings. b) confirm that the insurance arrangements are in place. c) inspect, report and repair all damaged exposed services. d) assist with the security arrangements and monitor the effectiveness. e) assist with the supply and erection of suitable name boards. f) assist with the assets register. g) assist with records of materials deliveries and reconcile the quantities delivered. h) assist with site records, documentation pertaining to plant, equipment, progress and personnel on site. i) engage (where required) specialist contractors to execute specialist work. j) assist with the supply of certain materials to the place of work. k) assist the responsible person on site pertaining to occupational safety and operation of machinery. <p>2. Progress Reports</p> <ul style="list-style-type: none"> a) Submit monthly progress reports to the client in regards to: <ul style="list-style-type: none"> i) progress in relation to the programme ii) material, labour, plant, transport, sub contractors and site staff costs 	<ul style="list-style-type: none"> ♦ Progress reports ♦ Works programme

Typical Functions	Typical Deliverables
<ul style="list-style-type: none"> iii) actual cash flow iv) savings or excess expenditure v) status of the operating account vi) construction management fees and disbursements vii) minutes of site meetings viii) details of hired plant (breakdowns, standing time etc.) ix) loss or theft of materials <ul style="list-style-type: none"> b) Maintain contact with all site activities. c) Observe the work on a daily basis. d) Report to the Engineer any cases of non-conformance by the small contractor and prescribe remedial actions. e) Report to the Engineer any deficiencies in materials. f) Monitor and verify the correctness of the setting out. g) Arrange regular site progress meetings with the small contractor and distribute the minutes thereof. h) Record information received from the small contractor. i) Assist with the co-ordination of the workforce in regards to progress, safety and security of the works. j) Record variations made by the Engineer and propose actions to avoid delays or increased costs. k) Review and monitor contractor's quality control and testing systems l) Establish a list of all defects in the contractor's work and recommend remedial actions. <p>3. Advices, guidance and mentoring</p> <p>Advise contractor in:</p> <ul style="list-style-type: none"> a) compilation of works programme. b) execution of his contract according to programme. c) the interpretation of drawings, specifications, instructions and all contractual matters. d) the execution of the contract. e) methods for setting out of the works. f) structuring, employment, management and administration of his workforce. g) administration of his contract. h) registration for Workman's Compensation, income tax, VAT, etc. i) preparation of progress reports, advancement of wages and payment certificates. j) handing over of the works to the Engineer. k) safety measures and monitor the implementation thereof. m) liaison with external organizations and local residents in regard to construction of the works. 	

Typical Functions	Typical Deliverables
<p>n) materials requirements and ordering thereof.</p> <p>o) the following aspects of construction contracts:</p> <ul style="list-style-type: none"> i) basic work techniques ii) the need to develop communication skills. iii) what is expected of a contractor. iv) the need to execute tasks correctly the first time. v) how to submit payment certificates vi) how to control and motivate workforce vii) the necessity of planning. viii) how to do construction programmes ix) the relationship between tender, productivity and payment certificates. x) the need to keep proper record for future use. xi) facilitate and co-ordinate training by the Training Manager with the construction programme. <p>4. Mentoring staff</p> <ul style="list-style-type: none"> a) The Construction Manager shall appoint such site staff to assist himself in mentorship and skills transfer. b) Alternatively shall nominate staff for appointment by the client. c) In either case, such staff shall take instructions from the Construction Manager. <p>5. Financial support</p> <ul style="list-style-type: none"> a) Administer an operating account. b) Facilitate bridging finances. c) Arrange cash advances. d) Verify the statements and requests for advances. <p>6. Materials supplied by the client</p> <p>The Construction Manager shall:</p> <ul style="list-style-type: none"> a) observe arrangements for storage and safe keeping of unused materials and recommend improvement if necessary. b) review requests for materials and authorize and forward timeously to Materials Manager. c) place orders with Materials Manager or arrange direct delivery to the site. d) collect materials from store, where require. e) monitor the use of materials by the contractor. f) determine wastage on items where not allowed for. g) issue to the Engineer a monthly materials reconciliation certificate in respect of materials provided and incorporated. 	

Typical Functions	Typical Deliverables
<p>7.Tools and equipment</p> <p>The Construction Manager shall:</p> <ol style="list-style-type: none"> advise the contractor on his hand tool requirements and assist in the procurement thereof. confirm that the contractor has been provided with suitable tools to execute the works and initiate remedial action where necessary. arrange for the timeous supply of special equipment. arrange for all tests and results to be carried out and forwarded to the Engineer. arrange for the supply of testing materials and calibration thereof. arrange for the supply of fuel and power required for the operation of the tools and equipment. Control the use of equipment supplied by the client or hired on his behalf. <p>8.Work force</p> <p>The Construction Manager shall provide the various services as described below:</p> <ol style="list-style-type: none"> Assist with the planning the works economical with the efficient use of plant, materials and labour. Assist with the control of costs and maintenance of plant, material and labour as well as records of all expenditure and productivity achieved and reporting to client. <p>Assist with:</p> <ol style="list-style-type: none"> Determine the numbers and categories of Workers required for the execution of the Works. Organise the Workforce into appropriate work teams and assign the daily work duties. Identify workers who display the appropriate potential and assign them to supervisory and other special duties. Where the workforce is to be remunerated on a Task Work system, determine the extent of the individual and group tasks. Direct and supervise the daily execution of work by the workforce. Maintain full and up to date records for each worker on the site pertaining to: <ol style="list-style-type: none"> date of engagement. the particulars of engagement. qualifications. capacity in which employed. nature of the tasks assigned to each worker. 	

Typical Functions	Typical Deliverables
<ul style="list-style-type: none"> vi) work executed and productivity achieved by each worker. vii) attendance. viii) disciplinary actions taken against any worker. ix) amounts payable and amounts paid. x) tools, materials and equipment provided to each worker. xi) reasons for termination of service. xii) training provided. <ul style="list-style-type: none"> g) Facilitate the payment of workers. h) Assist the contractor in the resolving of queries as may arise in relation to discrepancies in the remuneration of the workforce. i) Implement such disciplinary actions and procedures as may become necessary and advise the contractor of such actions. j) Maintain accepted standards of labour relations procedures in managing the workforce and facilitate in the resolution of disputes and the rectification of grievances. 	

C3.8.4 Materials and Plant Manager Services

(1) Obligations

- a) Conform to programme, budget and client objectives.
- b) Conform to specifications of design engineer.
- c) Comply to prevailing legislation (safety etc.).
- d) Conductive to possible time and cost savings for the client.
- e) Give specialist, knowledgeable and competent advice in regards to construction process and personnel.
- f) Quality.

(2) Stage 5 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. The Materials & Plant Manager assist with the establishment and operation store facilities. 2. The Materials & Plant Manager shall establish management procedure for procuring, storing and issuing of materials and plant that: 3. are open to audit. 4. protect the client against stores staff infidelity and abuse. 5. report monthly on procurement or purchased and handling of materials to the client. 6. introduce appropriate handling and storage requirements. 7. quality checks on materials. 8. security. 9. ensure availability. 	<ul style="list-style-type: none"> ♦ Monthly materials reports

Typical Functions	Typical Deliverables
10.conform with procedures regarding procurement tenders, processing and timeous payment. 11.establish suppliers. 12.Negotiate best prices. 13.All materials procured has to be according specifications. 14.Consultant shall account fully to the client in respect of quantities.	

C3.9 COOPERATION WITH OTHER CONSULTANTS

If required consultants must be prepared to work with and in conjunction with other consultants or specialists and to cooperate fully in this regard.

C3.10 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer will not supply any facilities, office space, equipment, software, vehicles, telecommunication systems etc.

C3.11 REFERENCE DATA

C3.12 APPROVALS

- C3.12.1 Wayleave approval
Application to be made to the relevant department for wayleave approvals

C3.13 PLANNING AND PROGRAMMING

- C3.13.1 Programmes submitted by the consultants for projects should reflect the following:
- Starting dates, milestone dates, estimated duration and planned completion dates.
 - Order and timing of services which the service provider plans to do
 - Provisions for
 - Float
 - Time risk allowances
 - Health and safety requirements
- C3.13.2 Activities for which the employer are responsible and which shall be included in the service provider's programme are the following:
- Approval of Tender Advertising Request (TAR);
 - Approval of Tender Advertising Objectives (TAO);
 - Acceptance of tender documentation;
 - Acceptance of tender drawings;
 - Approval of Tender Advertising Request (TAR) by the the SCM(supply chain management);
 - Approval of tender documentation by the Bid Specification Committee (BSC);
 - Acceptance of Bid Evaluation Report (BER);
 - Recommendation of Bid Evaluation Report by Bid Acquisition Committee (BAC);
 - Letter of acceptance

C3.14 SOFTWARE APPLICATION FOR PROGRAMMING

All software shall be compliant with Microsoft Windows 7 and/or the latest operating systems and shall be fully compatible with Microsoft Office 2005 and/or the latest versions.

C3.15 FORMAT OF COMMUNICATIONS

Consultants will be required to submit documents in the following format:

Document Type	Hard Copy	Electronic
Tender documents	✓	✓
Tender drawings (Printed/PDF/DXD/DWG/AutoCAD)	✓	✓
Reports (all reports including completion and photo reports)	✓	✓
Construction Drawings	✓	✓
As Built test results	✓	✓
As Built drawings	✓	✓

C3.16 MANAGEMENT MEETINGS

Consultants will be required to attend monthly project progress meetings.

C3.17 USE OF DOCUMENTS BY THE EMPLOYER

The copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised by a Service Provider in the course of the service is vested in the City of Mbombela.

C3.18 SUMMARY SELECTION PROCEDURE.

- Service providers will be invited to submit quotations on a rotational bases in line with the Standard Operating Procedure (SOP) and all applicable legislative requirements.
- The Service provider scoring the highest points on price and preferential goals will be awarded the contract and will be required to sign Service Level Agreement prior execution of the works.