



**INVITATION TO SUBMIT FORMAL WRITTEN PRICE QUOTATIONS**

<b>RFQ NO.:</b>	RFQ/DCOMS/2021-22/371
<b>DESCRIPTION OF GOODS / SERVICES:</b>	Provision of professional services: Refurbishment and upgrade of Swimming Pool Facilities and ancillary works in BCMM until six weeks after appointment

For publication on the Buffalo City Metropolitan Municipality Website and Supply Chain Management Unit Noticeboard

<b>NAME OF BIDDER:</b>	
<b>BCMM SUPPLIER DATABASE REGISTRATION NO.:</b>	
<b>STREET ADDRESS:</b>	
<b>POSTAL ADDRESS:</b>	
<b>TEL NO.:</b>	<b>CELL PHONE NO.:</b>
<b>EMAIL ADDRESS:</b>	<b>FAX NO.:</b>
<b>TOTAL QUOTATION AMOUNT:</b>	R

<b>Issued by:</b>	<b>Prepared by:</b>
The City Manager c/o The General Manager: Supply Chain Management Unit Buffalo City Metropolitan Municipality 80 Phillip Frame Road Chiselhurst East London	Buffalo City Metropolitan Municipality Directorate of Sports, Recreation & Community Development. PO Box 984, East London, 5200

## INVITATION TO SUBMIT FORMAL WRITTEN PRICE QUOTATIONS

Buffalo City Metropolitan Municipality requests your quotation for the goods and/or services listed hereunder in this RFQ document. Bidders are requested to furnish all information requested and return their quotation submission on the date stipulated in this invitation and the RFQ advertisement. Late and incomplete submissions will invalidate the quotation submitted.

<b>RFQ NO.:</b>	<b>RFQ/DCOMS/2021-22/371</b>
<b>DESCRIPTION OF GOODS / SERVICES</b>	<b>Provision of professional services: Refurbishment and upgrade of Swimming Pool Facilities and ancillary works in BCMM until six weeks after appointment.</b>
<b>ADVERT DATE:</b>	07 JUNE 2022
<b>CLOSING DATE:</b>	14 JUNE 2022
<b>CLOSING TIME:</b>	12:00PM
<b>COMPULSORY BRIEFING MEETING DATE &amp; TIME:</b> <b>VENUE:</b>	DATE: 09 JUNE 2022 TIME: 10H00 VENUE: Swimming pool Mdantsane Nu 2(bidders to wear masks at all times and bidders wont be allowed after 10:10)
<b>RFQ DOCUMENTS ARE OBTAINABLE FROM:</b>	The BCMM Website – <a href="http://www.buffalocitymetro.gov.za/tenders">www.buffalocitymetro.gov.za/tenders</a> OR: Request by sending email to <a href="mailto:sibongilela@buffalocity.gov.za">sibongilela@buffalocity.gov.za</a> ; <a href="mailto:sitatun@buffalocity.gov.za">sitatun@buffalocity.gov.za</a> :
<b>SUBMISSION OF RFQs:</b>	<u>Informal</u> Tender Box Supply Chain Management Unit, BCMM 80 Phillip Frame Road Chiselhurst East London
<b>TECHNICAL ENQUIRIES:</b>	Name: Cynthia Mgudane Tel: 043 705 3518 Email: <a href="mailto:Cynthiany@buffalocity.gov.za">Cynthiany@buffalocity.gov.za</a>
<b>PROCEDURAL ENQUIRIES:</b>	Sitatu Nyikana, Tel: (043) 705 9119 / (043) 705 9135 Email: <a href="mailto:sitatun@buffalocity.gov.za">sitatun@buffalocity.gov.za</a> Bongani Mndi Tel: (043) 705 9127 <a href="mailto:BonganiM@buffalocity.gov.za">BonganiM@buffalocity.gov.za</a>

**NB: NO SUBMISSIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

## 1.1 GENERAL CONDITIONS OF THE REQUEST FOR QUOTATIONS (RFQ)

### **BIDDERS ARE REQUIRED TO FAMILIARISE THEMSELVES WITH THE TENDERING CONDITIONS AND PROCEDURES AS DOCUMENTED BELOW.**

1. For the purposes of this RFQ document, the words 'bidder' and 'tenderer', and 'RFQ' and 'tender' shall bear the same meaning.
2. 'BCMM,' where referred to in this document means Buffalo City Metropolitan Municipality'.
3. No quotation will be considered unless submitted on this RFQ document.
4. The whole original RFQ document, as issued by BCMM must be submitted. A quotation will be considered invalid and will not be accepted, if any part of this RFQ document is not submitted.
5. Bidders must submit one RFQ offer only, either as a single tendering entity or as a member of a joint venture.
6. Telephonic, telegraphic, telex, facsimile or emailed RFQ submissions will not be accepted.
7. Any portion of the RFQ document not completed will be interpreted as 'not applicable'. Notwithstanding the afore-going, failure to complete any compulsory portion of the RFQ document will result in the RFQ submission being declared non-responsive.
8. **Quotations must be properly received and deposited, on or before the closing date and on or before 12:00pm**, in the **Informal Tender Box** at the BCMM Supply Chain Management Unit ('SCMU') situated at 80 Phillip Frame Road, Chiselhurst, East London. If the quotation submission is too large to fit in the allocated box, please enquire at the reception for assistance.
9. **BCMM accepts no responsibility for ensuring that quotations are placed in the correct tender box, and should a quotation be placed in the incorrect tender box, it will be not be accepted.**
10. **BCMM reserves the right to accept:**
  - 10.1 the whole quotation or part of a quotation or any item or part of any item, or to accept more than one quotation (in the event of a number of items being offered), and BCMM is not obliged to accept the lowest or any quotation;
  - 10.2 a quotation which is not substantially or materially different from the RFQ specifications.
11. BCMM shall not consider quotations that are received after the closing date and time, as specified in the RFQ advertisement.
12. BCMM will not be held responsible for any expenses incurred by bidders in preparing and submitting quotations.
13. BCMM may, after the RFQ closing date, request additional information or clarification of submitted quotations, in writing.
14. A quotation may be rejected as non-responsive if the bidder fails to provide any clarification requested by BCMM within the time for submission stated in the written request for such clarification.
15. A bidder may request in writing, after the closing date, that its quotation be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of BCMM after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in such written request for withdrawal.
16. The RFQ document must be signed by a person duly authorised to do so.
17. Quotations submitted by joint ventures, consortia, partnerships shall be accompanied by a joint venture, consortium, partnership agreement, in which it is defined precisely the conditions under which the joint venture, consortium or partnership will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms of which it is formed, and any other information necessary to permit a full appraisal of its functioning.

18. **Once the RFQ is awarded, all purchases will be made through an official BCMM Purchase Order. Therefore no goods must be delivered or services rendered before an official Purchase Order has been forwarded to the successful bidder. The successful bidder must then deliver or render service upon receiving an official signed Purchase Order from BCMM.**

19. **Evaluation of RFQs**

19.1 **Quotations will be evaluated in accordance with the evaluation criteria set out in the Special Conditions of the Request for Quotations.**

19.2 Quotations will be evaluated for price and preference using the 80/20 preference points system as follows –

Price	80
BBBEE	20

19.3 Unless otherwise stated in the Special Conditions, a contract will be concluded with the bidder who complies with the evaluation criteria, and scores the highest total price and BBBEE points.

19.4 Bidders may quote with or without VAT depending upon whether or not they are VAT vendors. In the calculation of price points, VAT shall be removed from the quotation amount of bidders who are registered as VAT vendors, so that financial offers can be evaluated on a comparative basis as a price advantage cannot be afforded to bidders who are not VAT vendors.

20. **Test for Responsiveness**

20.1 **Invalid Submissions**

Quotations shall be invalid if:

- (a) The quotation submission is not sealed when submitted into the tender box.
- (b) The quotation submission is not completed in non-erasable ink.
- (c) The form of offer has not been completed.
- (d) The bidder has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- (e) The bidder is prevented from doing business with BCMM in terms of Regulation 38 and 44 of the Supply Chain Management Regulations (MFMA).

20.2 **Non-responsive Submissions**

Quotations will be declared as non-responsive and eliminated from further evaluation in the following circumstances –

- (a) The submission has not achieved the minimum score for functionality as set out in the evaluation criteria, where functionality is applicable.
- (b) Where there are material deviations or qualifications to the RFQ which in BCMM's opinion would –
  - (i) Detrimentially affect the scope, quality or performance of the works, services or supply identified in the scope of works;
  - (ii) Significantly change BCMM's or the bidder's risks and responsibilities under the contract, or
- (c) Affect the competitive position of the bidder, or other bidders presenting responsive submissions, if it were to be rectified.

**RFQ/DCOMS/2021-22/371: PROVISION OF PROFESSIONAL SERVICES: REFURBISHMENT AND UPGRADE OF SWIMMING POOL FACILITIES AND ANCILLARY WORKS IN BCMM UNTIL SIX WEEKS AFTER APPOINTMENT**

- (d) The submission will be declared non-responsive if the bidder fails to adhere to a written request (within the specified period set out in such request) to –
  - (i) Comply with the general conditions applicable to RFQs as contained in the BCMM Supply Chain Management Policy;
  - (ii) Complete and/or sign any declarations and/or authorisations;
  - (iii) Submit items 2 - 3 of the list of returnable documents in Part 2 (section 2.1) of this bid document.
- (e) **The bid will be declared non-responsive in the event that the bidder's tax matters, as verified on the government Central Supplier Database, are shown not be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be required by BCMM in writing.**

**21. Clarification of quotation after submission**

The bidder must provide clarification of its submission in response to a request to do so from BCMM during the evaluation process. 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 bidders or substance of the submission may be sought, offered, or permitted.

**22. Provide other material**

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

**23. Inspections, tests and analysis**

The bidder shall, at the request of BCMM, provide access during working hours to its business premises for any inspections, tests and analyses as required for the RFQ.

**24. Securities, bonds, policies, etc**

If required, the bidder must submit for BCMM's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract.

**25. BCMM supplier database**

**25.1 Bidders must be registered on the BCMM Supplier Database or meet the listing criteria set out in the BCMM Supply Chain Management Policy, in order to be considered responsive to the RFQ.**

25.2 Bidders must be registered within 7 days of being requested to do so, failing which its submission shall be declared to be non-responsive.

25.3 It is each bidder's responsibility to keep all the information on the BCMM Supplier Database updated. If any information required (e.g. tax clearance certificate, CIDB certificate, etc) is not valid or has expired, all transactions with the vendor may, in the sole discretion of BCMM, be suspended until such time as the correct, verified information is received.

**26. Tax compliance status**

**26.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).**

26.2 **Each party to a consortium, joint venture or partnership must comply with the above.**

**27. Declarations and authorisation**

Bidders are required to complete all statutory declarations and authorisations in the schedules attached to this RFQ document, failing which the submission may be declared non-responsive.

**28. Samples**

If the specifications require a bidder to provide samples, these shall be provided strictly in accordance with the instructions set out in the special conditions of the RFQ below.

**29. Alterations to tender document**

Bidders may not make any alterations or additions to the RFQ document, except to comply with instructions issued by BCMM, or as are necessary to correct errors made by the bidder. All signatories to the RFQ submission shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**30. Objections, Complaints, Queries and Disputes / Appeals in terms of Section 62 of the Systems Act**

**30.1 Objections, complaints, queries and disputes**

Persons aggrieved by decisions or actions taken by BCMM in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or compliant or query or dispute against the decision or action.

**30.2 Section 62 Appeals**

- (a) In terms of section 62 of the Systems Act, a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority, may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of notification of the decision.
- (b) An appeal shall contain the following:
  - (i) The reasons and/or grounds for the appeal;
  - (ii) The manner in which the appellant's rights have been affected;
  - (iii) The remedy sought by the appellant.

**30.3 Lodging of appeals, objections, complaints, queries and disputes relating to this tender**

Appeals, objections, complaints, requests for information, queries and disputes must be submitted in writing to the Office of the Municipal Manager, 10<sup>th</sup> Floor, Trust Centre Building, Cnr of Oxford & North Streets, East London, OR by email, [thandokazin@buffalocity.gov.za](mailto:thandokazin@buffalocity.gov.za) .

**1.2 SPECIAL CONDITIONS OF THE REQUEST FOR QUOTATIONS (RFQ)**

The special conditions qualify or are in addition to the general conditions in section 1.1 above. In the event of any ambiguity or inconsistency between the general conditions and the special conditions, the latter shall have precedence.

These special conditions, the general conditions, and the returnable schedules are only required for evaluation purposes and shall not form part of any contract arising from the invitation to tender.

<b>General Conditions Clause No.</b>	<b>Additions or Variations to General Conditions</b>
<b>Clause 13 &amp; 21</b> <b>CLARIFICATION OF RFQ SUBMISSION</b>	Where a bidder is requested to provide additional information or clarification of its submission, this shall not be an opportunity for the bidder to bolster its submission in any way, so as to afford it an unfair competitive advantage.
<b>Clause 16</b> <b>AUTHORITY OF SIGNATORY</b>	The bidding entity must submit a letter of authority on its letterhead authorising the signatory to this RFQ to sign all documents in connection with the RFQ, and any contract which may arise therefrom, on behalf of the bidding entity.  The letter of authority must be attached to Schedule A.
<b>Clause 18</b>	After the Service provider has been notified of the Award and signs Letter of Award, the bidder will have to wait for an official signed Purchase Order before commencing with the delivery or rendering of services appointed for.
<b>Clause 19</b> <b>EVALUATION OF RFQs</b>	RFQs will be evaluated in accordance with the evaluation criteria set out on page 8 and 9 of this document.
<b>Clause 23</b> <b>INSPECTION, TESTS AND ANALYSES</b>	<b>No inspections, tests and analyses shall be required for this RFQ.</b>

### **1.2.1 RFQ EVALUATION CRITERIA**

In order to ensure that all bids are evaluated on equal footing, bidders must comply with the prescribed method of preparing the responses to the tender. Bidders are advised that the evaluation criteria that will be used for this tender is as follows:

#### 1.2.1.1. COMPULSORY REQUIREMENTS

No.	COMPULSORY CRITERIA	EVIDENCE REQUIRED	EVIDENCE CONFIRMED (BCMM USE)
A.	<p><b><u>1.3. Returnable Documents</u></b></p> <p>Bidders are required to submit the documentation listed under <b><u>Returnable Documents</u></b>, Together with their tender submissions.</p>	<p>All Returnable Documents applicable to the Tenderer should be Bound together and submitted with this Tender and certified where necessary.</p>	
B.	<p><b><u>1.4. Returnable Schedules</u></b></p> <p>All returnable schedules listed under <b><u>Returnable Schedules</u></b> must be completed by the bidding entity, save for those schedules which are not applicable to it in which case the bidding entity must indicate which schedules are not applicable.</p>	<p>All Returnable Schedules applicable to the Tenderer should be completed/filled in.</p>	

Non submission of any of the compulsory criteria will result in the tender not being considered in terms of the functionality criteria.



1.2.1.2 **FUNCTIONALTY CRITERIA:**

<b>NO.</b>	<b>Functionality area and description</b>	<b>Points</b>
1.	<p>The design team shall consist of the following professionals:</p> <p>Mechanical Engineer. Pr.Eng/Pr. Tech – 10 years’ experience – 10 points</p> <p>Civil/structural Engineer. Pr. Eng/Pr. Tech – 10 years’ experience – 10 points</p> <p>Electrical Engineer. Pr. Eng/ Pr. Tech – 10 years’ experience – 10 points</p> <p>Quantity Surveyor. Pr.QS – 5 years’ experience – 5 points</p> <p>Water Quality Technician – NDipl – water science – 5 years’ experience – 5 years</p> <p>0 – 2 years – 2 points</p> <p>3 – 5 years – 5 points</p> <p>6 – 9 years – 8 points</p> <p>10 or more years – 10 points</p>	40
2.	<p><b>Company Experience</b></p> <p>Swimming Pool Projects &gt; 300 kl - 45 Points</p> <p>Five or more projects - 45 points</p> <p>Four Projects – 40 points</p> <p>Three Projects – 30 points</p> <p>Two projects - 20 points</p> <p>1 project - 10 points</p>	45
3.	<p><b>Experience of project manager – Registered Pr. CPM</b></p> <p>1 – 4 years – 2 points</p> <p>5 – 9 years – 5 points</p> <p>10 – 14 years – 10 points</p> <p>15 or more years – 15 points</p>	15
	<b>TOTAL</b>	<b>100</b>

**Minimum compliance of 70 points in order to go to the next stage.**

### 1.3 RETURNABLE DOCUMENTS

In addition to the requirements stipulated in this tender, tenderers are required to submit the documentation listed below.

Failure to submit a BBBEE certificate will result in no points being allocated to the bidder for BBBEE.

ITEM NO.	RETURNABLE DOCUMENT	AVAILABLE (TICK ✓)
1.	Original or certified copy of BBBEE certificate or sworn affidavit; if points are claimed (a copy of a certified certificate will not be accepted)	
1.1	A sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE)	
1.2	Original or certified copy of BBBEE certificate, if bidder is a Trust, Joint Venture or Consortium that is a legal entity	
1.3	Original or certified copy of consolidated BBBEE scorecard, if bidder is a Trust, Joint Venture or Consortium that is an unincorporated entity	
2.	Certified copy of Joint Venture or Consortium Agreement; if bidder is a Joint Venture or Consortium	
3.	Original Municipal debt clearance certificate / bidders' business premises lease agreement.	
4.	ID copies of directors	
5.	Print-out of Tax Clearance Certificate	
6.	Current Central Supplier Database printout	
7.	Certified copy of Contractors Certificate of Registration with SAIDSA (South African Intruder Detection Services Association) and/or PSIRA (Private Security Industry Regulation Act.)	

**In the event that the bidding entity is a joint venture, consortium, or partnership, each partner must supply the above information.**

**NOTE:**

**Bidders' Tax Compliance Status before award of Formal Written Quotation will be verified on Central Supplier Database. Therefore, bidders are required to ensure that they are registered on the database (CSD) upon submission of this RFQ.**

#### **1.4 RETURNABLE SCHEDULES**

All returnable schedules below must be completed by the bidding entity, save for those schedules which are not applicable to it in which case the bidder must indicate which schedules are not applicable. Should the bidder fail to complete all applicable and compulsory schedules, its quotation submission shall be deemed to be non-responsive in accordance with clause 20.2 (d) (ii) of the general conditions.

The schedules required to be completed are as listed below –

Schedule A	Letter of Authority for Signatory
Schedule B	Confirmation of Registration of Bidder on Central Supplier Database (CSD)
Schedule C	Municipal Bidding Documents

**SCHEDULE A – LETTER OF AUTHORITY FOR SIGNATORY**

Indicate the status of the bidder by ticking the appropriate box hereunder with an x.

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETORSHIP

**NOTE:**

**BIDDERS MUST ATTACH A LETTER OF AUTHORITY TO THIS PAGE, AUTHORIZING THE SIGNATORY TO THIS RFQ TO SIGN ALL DOCUMENTS IN CONNECTION WITH THE RFQ AND ANY CONTRACT WHICH MAY ARISE THEREFROM, ON BEHALF OF THE BIDDING ENTITY.**

**SCHEDULE B – CONFIRMATION OF REGISTRATION OF BIDDER ON CENTRAL SUPPLIER DATABASE (CSD)**

NAME OF BIDDER	REGISTERED ON CSD? (YES/NO)	CSD SUPPLIER NUMBER

Bidders are required to register as suppliers on the government Web-based Central Supplier Database (CSD) prior to submission of this RFQ, and provide their CSD supplier number in the table above. If not registered on submission of this RFQ, bidders will be required to register on the CSD within such timeframe as stipulated by BCMM.

It is the responsibility of a bidder to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

**BIDDER’S SIGNATURE:** .....

**SCHEDULE C – MUNICIPAL BIDDING DOCUMENTS**

**MBD 4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 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, shareholder<sup>2</sup>):  
.....

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.....  
.....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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 person 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.....

.....





**MBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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



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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:**  
 .....

**Registered Account Number:** .....

**Stand Number**.....

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

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

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
---

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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.

<sup>3</sup> 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

## SCHEDULE E.1: PROFESSIONAL INDEMNITY INSURANCE

The tenderer shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule. Given the Scope of Works Professional Indemnity of not less than R1 000 000 (One Million Rand) is required.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

**SIGNED ON BEHALF OF TENDERER:**

.....

**SCHEDULE E.2: KEY PERSONNEL**

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm. The Curriculum Vitae of each individual must be appended to this schedule.

<b>DECLARATION OF BIDDER'S QUALIFICATIONS AND PROFESSIONAL REGISTRATIONS</b>						
<b><i>PSP's are to provide the following information for each of the professional persons responsible to undertake the required disciplines as called for in this document.</i></b>						
<b>Professional discipline required:</b>	<b>Name of qualified person</b>	<b>Certificate obtained</b>	<b>NQF level</b>	<b>Name of statutory professional body</b>	<b>Professional registered title</b>	<b>Registration Number</b>
Example: <i>Architect</i>	Example: <i>A.N. Other</i>	Example: <i>B. Arch</i>	Example: <i>NQF 7</i>	Example: <i>SACAP</i>	Example: <i>Professional Architect</i>	Example: <i>Pr. Arch 1234</i>
<b><i>Mechanical Engineer (Principal Agent)</i></b>						
<b>Water quality technician</b>						
<b>Civil/Structural Engineer</b>						
<b>Electrical Engineer</b>						
<b>Quantity Surveyor</b>						
<b>Project Manager</b>						

**SIGNED ON BEHALF OF TENDERER:**  
.....

**SCHEDULE E.3: EXPERTISE OF KEY PERSONNEL**

Notwithstanding having appended the Curriculum Vitae of the key personnel to Schedule above, the tenderer shall append to this schedule, a statement for each of the individuals identified, which indicates any fields of specialisation and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CVs). Tenderers should indicate what particular aspect of the project the specialisation or experience is relevant to. Have to include proof of professional registration, registration number and indicate activity status

**SIGNED ON BEHALF OF TENDERER:**

.....

Name and Nature of Project	Name of Employer and Contact Details	Monetary Value of Project	Date of Appointment	Est. end date of Appointment

**SIGNED ON BEHALF OF TENDERER:**

.....

**SCHEDULE E.5: PROPOSED WORK PLAN/ GANNT DIAGRAMME**

The tenderer shall append their proposed work plan to this Schedule.

The Schedule should indicate the main activities in Project Life Cycle but more importantly the desired outcomes for each milestone to be considered

Detailed breakdown of Schedule of works indicating the following in the form of a GANNT Diagramme or a Table Indicating:

1. Work Breakdown Structure (WBS)  
Identify the required activities and desired outcomes
2. Duration of activities
3. Dependencies of Activities and Chronological order

**NOTE:**

The point system will be explained in the briefing session.

**SIGNED ON BEHALF OF TENDERER:**

.....

## 2.1 AGREEMENT & CONTRACT DATA

### 2.1.1 FORM OF OFFER AND ACCEPTANCE

#### PART 1 (OFFER TO BE COMPLETED BY THE BIDDER)

1. Buffalo City Metropolitan Municipality has solicited offers to enter into a contract for the procurement of:

**PROVISION OF PROFESSIONAL SERVICES: REFURBISHMENT AND UPGRADE OF SWIMMING POOL FACILITIES AND ANCILLARY WORKS IN BCMM UNTIL SIX WEEKS AFTER APPOINTMENT.**

2. I, the Bidder, hereby undertake to supply and deliver all or any of the goods and/or works; OR render the services described in the attached bidding documents to BCMM in accordance with the requirements and specifications stipulated in RFQ number **RFQ/DCOMS/2021-22/371** the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of RFQ.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (i) The Scope of Work;
  - (ii) This RFQ document, viz
    - Scope of Services;
    - The Pricing Data;
    - This Form of Offer & Acceptance;
  - (iii) Bidder's RFQ submission;
  - (iv) The Special Conditions of Contract;
  - (v) The General Conditions of Contract; and
  - (vi) Any Service Level Agreement that may be concluded by the appointed bidder and BCMM.
4. I confirm that I have satisfied myself as to the correctness and validity of my quote; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the RFQ document; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorized to sign this contract.



The **TOTAL QUOTATION AMOUNT** inclusive of value-added tax (where applicable) is

..... Rand

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

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

NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....  
DATE .....

WITNESSES:	
1	.....
2	.....
DATE:	.....

**FAILURE BY THE BIDDER TO SIGN THIS FORM SHALL DISQUALIFY ITS SUBMISSION.**

**PART 2 (ACCEPTANCE TO BE COMPLETED BY BCMM)**

By signing this part of this form of offer and acceptance, BCMM accepts the bidder’s offer. In consideration thereof, BCMM shall pay the appointed service provider the amount due in accordance with PART 1 of this offer and acceptance. Acceptance of the bidder’s offer shall form an agreement between BCMM and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

2. I..... in my capacity as **GM SUPPLY CHAIN MANAGEMENT**..... accept your bid under reference number **RFQ/DCOMS/2021-22/371**.....Dated **07JUNE2022**..... For the supply or the rendering of services indicated hereunder and/or further specified in the annexure(s).
3. An official order indicating service delivery instructions is forthcoming.
4. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice

DESCRIPTION OF SUPPLY/ SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
PROVISION OF PROFESSIONAL SERVICES: REFURBISHMENT AND UPGRADE OF SWIMMING POOL FACILITIES AND ANCILLARY WORKS IN BCMM UNTIL SIX WEEKS AFTER APPOINTMENT.				

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE:

**SCHEDULE OF DEVIATIONS OR QUALIFICATIONS**

The bidder should record any **proposed** deviations or qualifications he may wish to make to the RFQ in this Schedule. Alternatively, a bidder may list such deviations or qualifications in a covering letter attached to his submission and reference such letter in this Schedule. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

The bidder’s attention is drawn to paragraph 20.2I of the General Conditions of the RFQ, regarding the handling of material deviations and qualifications.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the RFQ document, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the RFQ document arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

If no deviations of qualifications are desired, the schedule hereunder to be marked NIL, and signed by the bidder.

6. Subject \_\_\_\_\_  
Details \_\_\_\_\_

2. Subject \_\_\_\_\_  
Details \_\_\_\_\_

7. Subject \_\_\_\_\_  
Details \_\_\_\_\_

By the duly authorized representatives signing this schedule of deviations, BCMM and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the RFQ document.

For the tenderer:

Signature(s) .....

Name(s) .....

Capacity .....

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

Name and signature  
of witness .....

Date .....

## **CONTRACT DATA**

### STANDARD PROFESSIONAL SERVICES CONTRACT

Unless otherwise stated in this document, the 'Standard Professional Services Contract' (July 2009: Edition 3 of CIDB document 1014) will apply.

A copy of the Standard Professional Services Contract may be obtained from the National Treasury website – [www.treasury.gov.za](http://www.treasury.gov.za)

## Part C2.1 PRICING ASSUMPTIONS

Bid submissions are requested from suitable Professional Service Providers (PSP's) who have the necessary experience and qualification(s) to carry out the required professional consultancy services to implement the above-mentioned project on behalf of the Buffalo City Metropolitan Municipality.

Service Providers who wish to submit bids must comply with the following conditions:

- 1) **The tendering entity (PSP) shall have as a minimum the following professionally registered persons: Civil/Structural Engineer (Pr. Eng), an Electrical Engineer (Pr. Eng), a Mechanical Eng. (Pr. Eng), and a Quantity Surveyor (Pr. QS). The professional team must be led by mechanical engineer. These professionals must be eligible to carry out the work that they are responsible for. (If required; all professionals sub-contracting to the PSP must also be professionally registered and are to be eligible to carry out the work that they are responsible for.)**
- 2) **The Principal Agent must demonstrate that he/she has successfully completed similar type and sized projects as requested in tender.**

***The Bidder should clearly indicate who the Principal Agent (Project Manager) would be. This would form the line of communication.***

The basis for remuneration shall be calculated on the hours, **as tendered by the Bidder**, against the actual cost of the work undertaken (I.e. Pro-rata of the time value).

The required services shall be deemed to include all Standard/ Normal Services and including any other required Supplementary/ Additional Services as described herein. Any Additional Services required to be undertaken, which are not described herein, will be remunerated according to the latest

Recommended Tariff for Professional Fees as per the relevant Board Notices at the time of tender submission, in terms of the relevant Acts presiding over each profession.

The appointed PSP and all professionals appointed to this project will be expected to provide the required consultancy services in terms of their respective Codes of Professional Conduct.

All conditions contained in this Agreement are applicable to all sub-contracted consultants, employed by the appointed Professional Service Provider. The PSP is to ensure that sub-contracted consultants are made aware of all the conditions contained in this Agreement.

The PSP is to accept that ownership and copyright for all designs, drawings, and documentation produced during this appointment, is vested in Buffalo City Metropolitan Municipality.

**Service Providers must provide proof of their Professional Indemnity (PI). Failure to provide proof of Professional Indemnity will be a breach of contract and the appointment will be terminated.**

**Failure to meet or accept any of the above requirements will result in the bidder not being considered.**

## Part C2.2 PRICING INSTRUCTIONS

### DETERMINATION OF BID PRICE

**The contract will be administered on the time based appointment.**

Bidders are required to complete the respective tables below, and failure to do so will result in disqualification.

The contract entered into will run for a period from the date of appointment for a six weeks period.

Having examined the terms of reference and contract conditions as contained in this Agreement, I/we hereby offer to provide the necessary professional consultancy services for the project for the Bid Price as tendered below.

### DETERMINATION OF BID PRICE

The intended time based rate to be utilised by the Service Provider is to be declared in the table below.

Having examined the terms of reference and contract conditions as contained in this Agreement, I/we hereby offer to provide the necessary professional services for the Bid Price as tendered below:

Professional discipline: (Excluding VAT)	Tendered Professional Fee (as per gazette professional fees)	Qty Offered (number of hours required)	Total	Professional discipline: (Excluding VAT)
<i>Mechanical Engineer (Principal Agent)</i>		15		
Water quality technician		5		
Civil/Structural Engineer		5		
Electrical Engineer		5		
Quantity Surveyor		5		
Project Manager		5		
<b>SUB-TOTAL (Excluding VAT)</b>			R .....	
Allowance for CONTINGENCIES at 10%			R .....	
<b>SUB-TOTAL 1 (Excluding VAT)</b>			R .....	
Allowance for Disbursements @ 5%			R .....	

SUB-TOTAL (Excluding VAT)	R .....	
Add 15% VAT	R .....	
<b>BID PRICE</b> (Including VAT) <b>(Take to Form of Tender)</b>	R .....	

*\*The Professional Fee as determined by the gazetted fee scales, based on the Estimated Value of Work, is a preliminary estimate and excludes any factors (such as repetition, alteration works, etc).*

*\*\*The Estimated Value of Works for tender purposes is based on Budget Allocation. As such it will differ from actual estimate of Works which shall be based on design and Bill of Quantities.*

*\*\*\* Bidder should indicate who the Principal Agent (Project Manager) would be for the Appointment*

**Note: Bidders are required to complete the table above and failure to do so will result in disqualification.**

**NB - THE BID PRICE MUST BE TAKEN TO THE FORM OF TENDER**

**CONDITIONS PERTAINING TO TENDERED FEES**

- It is a condition that all Supplementary/ Additional Services as described in this document are to be included as part of **Standard/ Normal Services** and that no additional payment will be made for these additional factors/ services. (E.g. Alteration works, Etc.)  
Bidders are to consider these factors and additional requirements and are to include these costs in their calculations when submitting a bid price.)
- Supplementary/ Additional Services not described in this document may be claimed and remunerated on a time basis, as tendered. **The additional services are to be approved in writing by the Employer prior to commencement.**
- The tendered percentage 'Rate Offered' shall remain in force during the entire currency of the appointment and will not be adjusted for whatever reason.
- Should there be any discrepancy between the tendered percentage of the 'Rate Offered' and the calculated 'Tendered Professional Fee'; the 'Tendered Professional Fee' will take precedence (The percentage of the 'Rate Offered' shall be adjusted accordingly).
- Note that the 'Estimated Project Cost' (estimated value of work) is subject to variation. The figures quoted are only budgetary estimates and will therefore increase or decrease as the project unfolds. Payments to the successful PSP will be based on applying the tendered percentage 'Rate Offered' to the actual value of work done. The 'Rate Offered' will not be amended, regardless of the increase or decrease in the value of the work.

**PAYMENT MILESTONES**

- Apportionment of tendered fees for the scope of work as described in Section C 3.1 shall be remunerated in accordance with the following work stages/ milestones:

	MILESTONE	PORTION OF FEE
1	Inception	5%

2	Concept and Viability (Preliminary/ Concept Design)	15%
3	Design Development and costing (Detail Design)	50%
4.1	Documentation (Work up to tender readiness)	20%
6	Close Out	10%
	<b>TOTAL:</b>	<b>100 %</b>

(Full descriptions for each work stage/ milestone are as described in the relevant government gazetted professional fee guideline applicable to that profession)

- Bidders are required to familiarize themselves with the site conditions and project requirements as the total tender sum will not be changed during the contract duration.
- In instances where payment conditions are not described in this tender document (Allowances); remuneration will be administered as per the gazetted fee for that profession, along with any discounts offered/ negotiated.

#### **PAYMENT TO THE PSP**

- All payments for professional work undertaken will be paid directly to the tendering entity under whose name the tender was awarded. Accordingly, the PSP is to ensure that all other professionals forming the tendering entity receive their due payment.

#### **INTERIM PAYMENTS**

- The PSP may render interim accounts monthly. However, full payment per work Stage/ milestone will only be permitted upon full completion of the Stage.

#### **ON-SITE INSPECTIONS**

- The PSP is required to attend weekly technical / progress meetings on site if required or at the client's offices.

#### **EXCLUSIONS**

- Time charges will not be paid to the PSP for travelling time, even if the round-trip distance between the destination and the firm's place of practice exceeds 50 kilometres.
- Accommodation and subsistence expenses will not be paid to the PSP.
- No "handling fees" will be paid to the PSP for any of the sub-contracted professionals.
- Fees will not be adjusted for extended contract periods.

#### **DISBURSEMENTS**

- Disbursements shall not be paid for travelling expenses.
- Disbursements shall not be paid for telephonic, electronic and facsimile communication.
- The costs for printing and photocopying shall be compensated as a disbursement. (Standard DPW rates for typing and printing will apply.)
- Where additional costs, as per prior agreement with the Employer, are incurred, these may be treated as a disbursement, provided that detailed breakdowns of the costs are submitted.



- No 'mark-up' will be paid to the PSP for additional disbursement costs.

## PROFESSIONAL INSURANCE

The PSP must provide proof of their Professional Indemnity (PI) insurance, once the professional appointment is made. Failure to provide proof of Professional Indemnity will be a breach of contract and the appointment will be terminated. No payment will be made to the PSP for any work done or costs incurred until such cover is in place.

The appointed PSPs are responsible for ensuring that their PI cover does not lapse during the duration of the project. The PI cover shall be sufficient to cover the size of the project for which submission is being made and to also cover all other work that the PSP may be involved in.

The professionals sub-contracting to the PSP are also required to have PI Insurance in place for that portion of the works that they are responsible for.

## DISPUTES

Any dispute between the PSP and BCMM arising from this agreement shall be referred to mediation, without legal representation. The recommendation of the mediator shall be binding on both parties, unless varied by any subsequent arbitration or legal outcome. This clause shall not be affected by the termination of this agreement.

## TERMINATION

Should the whole or any part of the project be terminated, suspended or deferred at any work stage, the PSP will be entitled to remuneration for each completed work stage, or pro-rata thereof; however, the PSP will have no right to claim additional surcharges and payments.

This clause is also applicable to all sub-consultants employed by the PSP.

**RFQ/DCOMS/2021-22/371: PROVISION OF PROFESSIONAL SERVICES: REFURBISHMENT AND UPGRADE OF SWIMMING POOL FACILITIES AND ANCILLARY WORKS IN BCMM UNTIL SIX WEEKS AFTER APPOINTMENT**

Name of Tenderer .....

Date ..... Signature .....

Company Stamp:



## 2.2 SCOPE OF WORK

### 2.3.1 Scope of Supply or Services

Buffalo City Metropolitan Municipality calls for formal written price quotations for:

**PROVISION OF PROFESSIONAL SERVICES: REFURBISHMENT AND UPGRADE OF SWIMMING POOL FACILITIES AND ANCILLARY WORKS IN BCMM UNTIL 6 WEEKS AFTER APPOINTMENT.**

## INTRODUCTION AND BACKGROUND

It is the intention of the Buffalo City Metropolitan Municipality to enter into a formal contract with a Professional Service Provider (PSP) that will carry out the consultancy services described hereunder. This Terms of Reference and the PSP's submission will form the basis of the Agreement.

The Sports Development, Facilities and Recreation Department have various Swimming Pool Facilities and related projects that need to be executed.

There is a need to appoint a PSP to manage Swimming Pool and related projects on behalf of the department, up to the tender documentation stage. Acting as the principal agent will involve all steps of the project management life cycle up to that of tender documentation stage.

### **PROJECT DESCRIPTION: TENDER NO. BCMM/DCOMMS**

**PROVISION OF PROFESSIONAL SERVICES: REFURBISHMENT AND UPGRADE OF SWIMMING POOL FACILITIES AND ANCILLARY WORKS IN BCMM UNTIL SIX WEEKS AFTER APPOINTMENT**

#### **Project Overview:**

These projects forms part of the planning and design program which is intended for the development, regeneration, upgrade and rehabilitation of various amenities within the Sports Development, Facilities & Recreation Management. The PSP shall be responsible to assist the Department in the following progresses of the municipal project life cycle towards implementing capital and deferred maintenance projects. The PSP shall also be instrumental in advising the Department on the best suited route to follow in developing implementation.

The following swimming pools are the main pools in consideration in order of priority:

- 1) **Joan Harrison Swimming Pools** (Plant & Equipment, Pools, buildings, stands, lighting, fencing and paving, heating systems, *specification for a 3-year contract for maintenance of plant and filters is required*)
- 2) **Ruth Belonsky Swimming Pool** - (Plant & Equipment, Pools, buildings, lighting, heating systems, *specification for a 3-year contract for maintenance of plant and filters is required*)

- 3) **King Williams Town Swimming Pool** - (Plant & Equipment, Pools, buildings, lighting, heating systems *specification for a 3-year contract for maintenance of plant and filters is required*)
- 4) **Zwelitsha Swimming Pools** - (Plant & Equipment, Pools, buildings, lighting, heating systems, *specification for a 3-year contract for maintenance of plant and filters is required*)
- 5) **Orient Swimming Pools** - (Plant & Equipment, Pools, buildings, stands, lighting, fencing and paving, heating systems, *specification for a 3-year contract for maintenance of plant and filters is required*)
- 6) **Mdantsane Sport Precinct NU2 Swimming Pool** - *only specification for a 3-year contract for maintenance of plant and filters is required*
  
- 7) **Gonubie Resort Swimming Pool** *(only specification for a 3-year contract for maintenance of plant and filters is required)*

#### **OUTPUTS EXPECTED FROM THE BIDDER:**

The output expected from the bidder is as follows:

- i) A tender specification document that can be used to appoint a panel of contractors for a 3-year period, and comprises of detailed designs, specifications, scope of works, and bill of quantities that covers the following components
  - a) Replacement, Upgrades, Addition and maintenance of Swimming Pools filters, pumps, motors, chlorinators, heating systems, associated pipes, valves and fittings and electrical supply.
  - b) A projection of the costs associated with the above replacement, upgrades etc.
  - c) The above must be done in line with the list of swimming pools given in the project overview of this document, as well as the scope of consultancy services required which is contained below.

#### **SCOPE OF CONSULTANCY SERVICES REQUIRED**

The scope of consultancy services required includes 'professional services' from project inception, investigation and viability, planning, and development of solutions, conceptual design, final design and specifications, and preparation of contract documentation

In broad terms, the PSP will be responsible for the following, but not limited to: -

#### **Project Planning Phase**

During the project planning phase, the PSP is expected to carry out the following activities to meet the intended objectives of the project.

- a.) Liaison with all stakeholders and Officials to establish detailed requirements for the project.
- b.) Detailed site investigation and data gathering to establish the full project requirements.
- c.) Identify and establish sources of building services such as power, storm water drainage, etc.
- d.) Identification of appropriate and detailed scope of work as required.
- e.) Compilation and submission of all the cost estimates and site layout details.

- f.) Arrange and undertake geotechnical investigations, storm-water management plans, surveys, site traffic surveys and other specialist work, if required.
- g.) Undertake activities to ensure that the project complies with the relevant environmental and Heritage authorisation requirements, if required.
- h.) Overseeing and co-ordinating the tasks performed by other sub-contracted consultants if required.
- i.) Establishment of the programme and time frame for the project.
- j.) Ensuring effective communication and liaison with BCMM for the duration of the project.
- k.) After having looked at all the options for the replacement and upgrading of swimming pools plant, filters and equipment to recommend the best option to the client bearing in mind factors of capital cost, maintenance cost, sustainability, environmentally friendly solutions etc.

### **Design, Documentation and Costing**

During the design, documentation and costing phase the Professional Service Provider is responsible to carry out the following activities in addition to other activities that may be required.

- a.) Overall responsibility to undertake the assessment, design, production of drawings, coordination of design work for all the relevant work categories and any other activities that may be required for the successful completion of the project.
- b.) Overall responsibility to undertake civil and structural design, production of drawings, specifications and the incorporation of these into the tender document, if required.
- c.) Overall responsibility to undertake electrical and mechanical design, production of drawings, specifications and the incorporation of these into the tender document, if required.
- d.) Overall responsibility to prepare cost estimates, cash flow projections and Bills of Quantities for all work categories, contractual requirements and compilation of contract documents.
- e.) Overall responsibility for environmental issues and approvals of the project, if required.
- f.) Overall responsibility for Heritage issues and approvals of the project, if required.
- g.) Submission and approval of drawings to the Building Control Section of BCMM, if required.
- h.) Attendance at meetings as required by the Employer.
- i.) Ensure that the Occupational Health and Safety requirements are included in the design of all the work categories and the respective specifications and documentation.
- j.) Development of the design in conjunction with other consultants and specialists if required.
- k.) To provide specification documents for the maintenance and servicing of plant, filters and equipment

### **Principal Agent/ Manager of the Project**

The Professional Service Provider is required to carry out the overall management functions of Principal Agent on behalf of the Client; and will also be responsible for the following:

- a.) Leadership of the professional team.
- b.) Submission of preliminary to final reports, drawings and specifications together with estimates of costs for the project.

- c.) The overall administration of the project, including other members of the professional team.
- d.) The overall co-ordination, programming of design and financial control of the project.
- e.) Supervision and overall responsibility for quality control aspects of the project.

### Estimated Project Consultancy Appointment Time- frames

Immediate after award there will be a Project Setup Meeting where the Projects will be identified and discussed, the requirements determined, deliverables determined and the modus operandi discussed. Thereafter the PSP shall gather required information from various desk top studies, visit the sites and familiarise him/her with the problems at hand. Two weeks will be allowed to draft a more detailed programme for implementation. The programme shall be tabled for approval. Indicated in table below is expected normal durations for approval

<b>PROGRAMME START DATE</b>	
<b>Project Setup Meeting</b>	<b>One week after the Letter of Appointment</b>
<b>Programme of Implementation</b>	<b>Two (2) weeks after the Project Setup Meeting</b>
<b>Planning and Design and costing Phase</b>	<b>Subject to approval of programme by Client</b>
<b>Evaluation of Design Report and Drawings</b>	<b>Subject to approval of programme by Client</b>
<b>Finalization of Designs and Drawings</b>	<b>Subject to approval of programme by Client</b>
<b>Preparation of Bills of Quantities and Specifications</b>	<b>Subject to approval of programme by Client</b>
Final specifications and design Report, Drawings and Bills to be submitted to BCM for approval of all the relevant work categories for both the Capital project and the maintenance project	
<b>TOTAL ESTIMATED PERIOD OF APPOINTMENT</b>	<b>Six weeks after appointment letter</b>

It is crucial to take note that;

- The Professional Service Provider (PSP) will be responsible for the compilation of the final “Project Programme”, detailing activities and time frames for the project. This should be provided to Buffalo City Metropolitan Municipality within two weeks after project set up meeting.
- Any deviation from the accepted programme should be pre-negotiated with BCMM.
- The above project time frame is an indication of expected time frames; however, is an estimate and is therefore subject to change.
- Fees will not be adjusted for extended contract periods.
- Fees as tendered shall remain in force during the entire currency of the appointment.

### REPORTING

The Professional Service Provider (Principal Agent) will report directly to the Agent/Project Manager appointed by the Buffalo City Metropolitan Municipality as follows:

1. Submit monthly progress reports in writing
2. Attend monthly technical / progress meetings on site, or higher frequency if required.
3. Present reports to the Project Steering Committee, as and when required.

