



BID SPECIFICATION

INVITATION FOR BIDS

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF BULK WATER SUPPLY AT BLYDE RIVER CANYON NATURE RESERVE-POTHOLES

BID NUMBER:	MTPA/20262027/PMU/01
NAME OF THE BIDDER	
TOTAL BID AMOUNT	R
TENDER LEVY	R600.00
CLOSING DATE:	12 AUGUST 2026
CLOSING TIME:	11H00 AM
BID REQUIREMENT	ONLY BIDDERS WITH A CIDB GRADE 5ME/CE (4ME/CE PE) AND ABOVE WILL BE CONSIDERED
BID DOCUMENT DELIVERY ADDRESS:	SUPPLY CHAIN MANAGEMENT UNIT PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN MTPA FINANCE BLOCK E MBOMBELA, 1200
BID VALIDITY PERIOD:	90 DAYS (COMMENCING FROM THE ADVERT CLOSING DATE)

Private Bag X11338, Mbombela, 1200
N4 National Road, Hall's Gateway, Mataffin, Mbombela, Mpumalanga
+27 (0)13 065 0859/0860 | Email: info@mtpa.co.za
Reservations: +27 (0)13 065 0865 | reservations@mtpa.co.za

Report Fraud, Theft and Corruption and Save the MTPA
Tip-Offs Anonymous: 0800 214 775 | 0800 204 625



TECHNICAL RELATED QUERIES	Sibusiso.Mabunda@mtpa.co.za 013 065 0888
SCM RELATED QUERIES	Evans.Ngwenya@mtpa.co.za 013 065 0886
DESCRIPTION OF THE BID	APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF BULK WATER SUPPLY AT BLYDE RIVER CAN YON NATURE RESERVE-POTHOLES

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

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Bidders are not allowed to contact any other MTPA staff in the context of this BID other than the indicated officials under SBD 1 or as indicated above.

NB: No proposal shall be accepted by MTPA if submitted in any manner other than as prescribed above.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MPUMALANGA TOURISM AND PARK AGENCY)					
BID NUMBER:	MTPA/20262027/PMU/01	CLOSING DATE:	12 AUGUST 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF BULK WATER SUPPLY AT BLYDE RIVER CAN YON NATURE RESERVE-POTHOLES.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT UNIT, PROCUREMENT OFFICE (MTPA FINANCE BLOCK E)					
N4 NATIONAL ROAD, HALL'S GATEWAY MATAFFIN					
1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Evans Ngwenya		CONTACT PERSON	Sibusiso Mabunda	
TELEPHONE NUMBER	013 065 0886		TELEPHONE NUMBER	013 065 0888	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Evans.Ngwenya@mtpa.co.za		E-MAIL ADDRESS	Sibusiso.Mabunda@mtpa.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

1. BACKGROUND

The Blyde River Canyon is the third largest canyon in the world 46 946 ha, after the Grand Canyon in the United States and the Fish River Canyon in Namibia, and is the largest 'green canyon' due to its lush subtropical foliage, with the deepest precipitous cliffs of any canyon on the planet.

One of the most-visited attractions in South Africa, the Blyde River Canyon is 26 kilometres in length and is, on average, around 800m deep. The dam itself, when full, is at an altitude of 665m (2182feet).

The Blyde River Canyon Nature Reserve is situated within the Thaba Chweu and Bushbuckridge Local Municipality.

The Blyde River Canyon Reserve extends along the Blyde River Canyon's winding path, which at every turn offers more impressive views over sheer edges droper personing 800m into the riverbed. Blyde River Canyon Reserve is situated against the Greater Drakensberg escarpment and includes natural wonders such as the Bourke's Luck Potholes, the Three Rondavels, Pinnacle Rock, God's Window, Swadini and Mariepskop. Many visitors to this region enjoy the visual splendour of combining the Panorama Route with exceptional game viewing in the Kruger National Park to create a spectacular itinerary in Mpumalanga.

2. PURPOSE

To assist the entity with the construction of the bulk water supply at Blyde River Canyon Nature Reserve-Potholes

3. SPECIAL CONDITIONS

Where any clauses and/or items contained in this section are in contradiction to the General Conditions of Contract (GCC) or any other item contained in Part One, this section shall apply.

Type of contract

General Conditions of Contract for Construction Works (Third Edition, 2015)

Contract period

This contract shall be for the construction works of the bulk water supply at Blyde River Canyon Nature Reserve-Potholes as stated in the heading with all functions as detailed in this specification for the duration of the contract. Commencement of this Contract shall be within one calendar month of acceptance of the Bid.

Contract Data

Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1 685, Tel: (01 1) 805 5947, Fax: (01 1) 805 5971,

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer or the Employer.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.7	The Principle Agreement of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document.
1.1.1.13 5.14.5.2	The Defects Liability Period is 365 days after final completion per project unless stated otherwise in the request for quotation document.
1.1.1.14 5.14.1	The time for achieving Practical Completion is Six (6) months .

<p>1.1.1.15 1.2.1.2</p>	<p>The Employer is MPUMALANGA TOURISM AND PARK AGENCY, represented by such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer.</p>
<p>1.1.1.16</p>	<p>The name of the Employer's Agent is A-M Consulting Engineers</p>
<p>1.1.1.18</p>	<p>The time for obtaining final completion certificate is 365 calendar days after completion date per project unless stated otherwise in the request for quotation document.</p>
<p>1.1.1.26</p>	<p>The Pricing Strategy is Re-measurement Contract.</p>
<p>1.1.1.28</p>	<p>Replace with the following: "Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.</p>
<p>1.1.1.34</p>	<p>Add the following Clause after Clause 1.1.1.34 1.1.1.35 "Drawings" means all drawings, calculations and technical information (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.</p>
<p>1.2.1.2</p>	<p>The address of the Employer is: Address (physical): Hall's Gateway on the N, 4 National Highway, Mbombela, 1200 Address (postal): Private Bag X11338 Contact person: Mr Themba Betuel Telephone: 013 065 0888 Facsimile: N/A e-mail: Themba.Betuel@mtpa.co.za</p>
<p>1.2.1.2</p>	<p>The address of the Employer's Agent is: Address (physical): 20 Bavaria Avenue, Midrand, 1685 Address (postal): As above Contact person: Mmanoko Mthethwa Telephone: 011 312 1569/ E-mail: mmotsepe@amce.co.za</p>

1.3.5	<p>Add the following to Clause 13.5:</p> <p>No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.</p> <p>The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.</p>
3.2.3	<p>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ol style="list-style-type: none"> 1. The reduction of a penalty for delay in terms of Clause 5.13.2. 2. The issuing of a variation order in terms of Clause 6.3.2. 3. Issuing of instructions to carry out work on a day work basis in terms of Clause 6.4.1 4. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4. 5. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11 6. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.
3.2.2	<p>Delete and replace with:</p> <p>"Whenever the Employer's agent intends, in terms of the contract, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, he shall first consult with the employer and the contractor in an attempt to reach agreement. Failing agreement, the Employer's agent shall advise the Employer on contractual issues where after the Employer will make a final decision based on the advice of the Agent. Only then will the Agent be allowed to issue a final instruction to the contractor."</p>
3.2.3	<p>Add the following:</p> <p>"The Employer's agent shall obtain written permission from the Employer for all variation orders where such variation order may have an impact on the contract duration, project cost, job creation or other legal implications related to the contract."</p>

4.5	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 4.5:</p> <p>"4.5.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ol style="list-style-type: none"> i. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. ii. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. iii. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. iv. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. v. The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.
5.2.1	<p>Add the following:</p> <p>"The commencement date will be the date on which the site is handed over to the contractor by the Employer's agent, after been instructed by the Employer.</p>
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> a) Health and Safety Plan (Refer to clause 4.3) b) Initial Programme (Refer to clause 5.6) c) Initial cash flow projection linked to the programme (Refer to clause 5.6.2.6) d) Security (Refer to clause 6.2) e) Insurance (refer to clause 8.6)
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is 14 days.</p>

5.4	<p>Add the following clause after Clause 5.4.3:</p> <p>5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.</p>
5.5.1	<p>The Works shall be completed within the time frame stipulated during the allocation of work to the Contractor by the Employer, exclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3.1 above.</p>
5.6.1	<p>The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.</p>
5.6.2	<p>The programme shall contain the following activities and or items as a minimum requirement:</p> <ul style="list-style-type: none"> a) Testing and acceptance control b) As-built levels and drawings c) Date for Practical Completion d) Date for Completion e) Health & Safety Compliance Audits f) Environmental Compliance Audits
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are the official public holidays of the Republic of South Africa (which shall include public holidays set aside for voting purposes) and the industry year end break with effective dates published by the South African Forum of Civil Engineering Contractors (SAFCEC).</p>
5.12.2	<p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1)</p>

	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table data-bbox="287 728 1468 884"> <tr> <td>January 7 days</td> <td>February 6 days</td> <td>April 3 days</td> <td>May 2 days</td> </tr> <tr> <td>June 1 days</td> <td>July 2 days</td> <td>August 3 days</td> <td></td> </tr> <tr> <td>September 3 days</td> <td>October 6 days</td> <td></td> <td></td> </tr> <tr> <td>November 7 days</td> <td>December 7 days</td> <td></td> <td></td> </tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any overprovision that may have occurred in the abovementioned schedule.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for an other reason will be entertained.</p>	January 7 days	February 6 days	April 3 days	May 2 days	June 1 days	July 2 days	August 3 days		September 3 days	October 6 days			November 7 days	December 7 days		
January 7 days	February 6 days	April 3 days	May 2 days														
June 1 days	July 2 days	August 3 days															
September 3 days	October 6 days																
November 7 days	December 7 days																
5.13.1	<p>The penalty for failing to complete the Works at the Due Completion Date is 0.05% of the contract value per day.</p> <p>The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Employer's Agent's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.</p>																
5.14.1	<p>The requirements for achieving Practical Completion are all those for the Works to reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.</p>																
5.16.3	<p>The latent defect period is 10 years.</p>																
6.2.1	<p>The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum and 10% Retention will be deducted on each interim certificate, of which 5% will be returned at reaching Completion. The Performance Guarantee is to be worded as per the document included in C1.3.</p>																
6.5.1.2.3	<p>The percentage allowance to cover overhead charges and profit shall not exceed 10%.</p>																

6.8.2	The tenderer is to submit a fixed price tender (not subject to contract price adjustment)
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 10% of the Contract Sum, to a maximum of 5% of the contract amount of which 5% will be returned at reaching completion.
8.6.1	The Contractor shall provide the insurances required in terms of clauses 8.6.1.1, 8.6.1.2 and 8.6.1.3 of the General Conditions of Contract.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 20% of the Contract Sum.
8.6.1.2	Special Risks Insurance issued by SASRIA is required.
8.6.1.3	The Contractor is to indemnify the Employer against any liability in respect of damage to, or physical loss of the property of any person, or injury to or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993) 2003.”
8.6.1.5	The Contractor is to provide all additional insurances including for, but not limited to, his own employees, vehicles and equipment and plant not incorporated into the Works.

3. EVALUATION CRITERIA

Note: 80/20 preference point system will be used.

(ONLY BIDDERS WITH A CIDB GRADE OF 5ME/CE (4ME/CE PE) OR ABOVE MUST APPLY)

FUNCTIONALITY	POINTS
<p>Relevant previous experience (Combined Values)</p> <p>This will take into consideration similar contracts successfully completed (minimum 3 similar projects in bulk water supply or water reticulation) by the bidder.</p> <p>NB. Proof of similar projects completed must be attached (Practical or Final Completion certificate). Failure to provide proof will result in deduction of points.</p> <ul style="list-style-type: none"> • Less than R2 000 000 equals to 0 points • Above R2 000 001 to R4 000 000 equals to 5 points • ABOVE R4 000 001 to R6 000 000 equals to 15 points • Above R6 000 001 to R8 000 000 equals to 20 points • Above R8 000 001 equals to 30 points <p>NB: Total experience in terms of Values is calculated by summing the project value of all previous work orders.</p>	<p>30</p>
<p>Company experience in similar bulk water supply or water reticulation projects requiring a minimum CIDB Grade 4CE/ME</p> <ul style="list-style-type: none"> • Less than 3 projects 0 points • 3 projects equal 10 points • 4 projects equal 15 points • 5 projects equal 20 points • Above 5 projects equal 25 points <p>Proof of relevant experience must be attached i.e.</p> <ul style="list-style-type: none"> • reference letters (Client letters on official letterheads detailing the scope of work, project value, duration, and overall performance.) • Appointment Letters / Work Orders (Official letters confirming the award of similar water projects.) 	<p>25</p>

FUNCTIONALITY		POINTS	
<ul style="list-style-type: none"> Completion Certificates (Practical Completion Certificates or Final Approval Certificates signed by the Principal Agent or Engineer for each claimed project.) <p>NB: Total experience is calculated by summing the number of projects.</p>			
Key Personnel		15	
Item	Designation		Points
	Contracts/Project Manager Minimum Bachelors (BSc) or B-Tech in Civil or Mechanical Engineering Minimum 8 years' experience in the built environment industry.		6
	Minimum 5 years' experience in the built environment industry.		4
	Minimum 3 years' experience in the built environment industry.		3
	No relevant experience in the built environment industry.		0
	Site Agent Minimum National Diploma in Civil or Mechanical Engineering Minimum 5 years' experience in the built environment industry.		4
	Minimum 3 years' experience in the built environment industry.		3
	Foreman N4 in Civil or Mechanical Engineering field Minimum 5 years' experience in the built environment industry.		3
	Minimum 3 years' experience in the built environment industry.		2

FUNCTIONALITY		POINTS						
	<p>Construction Health and Safety Officer National Diploma in Safety Management or Environmental Health</p> <p>Minimum 5 years' experience in the built environment industry.</p> <p>Minimum 3 years' experience in the built environment industry.</p>	<p>2</p> <p>1</p>						
<p>Note:</p> <ul style="list-style-type: none"> • Proof of Experience of the Contracts Manager, Site Agent, Foreman and Occupational Health and Safety officer be in the form of a CV and certified copies of qualifications, certified within 3 months. • The service provider to provide appointment letters and completion certificates with contactable references from previous completed projects. • All qualifications must be SAQA compliant. 								
<p>Schedule of Plant and Equipment</p> <p>This will be assessed against a minimum number of different types of plant and equipment required to successfully complete the project within the stipulated construction period as determined by the Employer's Agent.</p> <p>Access to plant may be in a form of ownership, hire or leasing arrangements, orders etc. A letter of intent from hiring or leasing companies stating the number and type of plant and equipment on which arrangement has been made must be submitted.</p> <p>NB. 10 points will be allocated to equipment leased/hired.</p> <table border="1" data-bbox="97 1630 598 1926"> <thead> <tr> <th>Plant and equipment required</th> <th>Point Allocation</th> </tr> </thead> <tbody> <tr> <td>Tipper Truck (6 – 10m³)</td> <td>2</td> </tr> <tr> <td>Water dowsers, 8 000 litre</td> <td>2</td> </tr> </tbody> </table>		Plant and equipment required	Point Allocation	Tipper Truck (6 – 10m ³)	2	Water dowsers, 8 000 litre	2	<p>10</p>
Plant and equipment required	Point Allocation							
Tipper Truck (6 – 10m ³)	2							
Water dowsers, 8 000 litre	2							

FUNCTIONALITY		POINTS
TLB (4X4)	2	
Delivery Vehicle (1 ton or equivalent)	2	
Concrete Mixer Engine 800L	2	
No relevant equipment	0	
NB. Proof of ownership on equipment indicated above must be submitted with the bid document.		
Proof of Residence		10
<ul style="list-style-type: none"> • Within Mpumalanga Province will be 10 points • Outside the province of Mpumalanga 5 points • If proof is not attached 0 points. (Proof must be attached)		
Liability indemnity cover		10
<ul style="list-style-type: none"> • Below R5 000 000 equals 05 points • Above R5 000 000 equals 10 points (Proof must be attached)		
TOTAL		100

NB: Bidders who scores less than **70 points** of the 100 points will not be considered for further evaluation.

Price: 80%

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

Where:

P_s = points scored for competitive price of bid under consideration

P_t = comparative price of bid under consideration

P_{\min} = comparative price of lowest acceptable bid

QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT

Bidder to provide name(s), key qualifications and experience of site supervision team that will supervise the project on behalf of the Contractor.

PARTICULARS OF COMMITMENTS WHICH THE BIDDER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

Current projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

PRICING PROPOSAL AND SPECIFIC CONTRACT DETAILS.

1. Bids must be submitted in South African Rand, Fixed price and inclusive of VAT.
2. Bidder must provide a detailed pricing schedule indicating each activity's unit price and duration thereof.
3. MTPA reserves the right to negotiate price with the preferred bidder.
4. Bidders must provide details of all evaluation criteria information so that the Agency can properly evaluate and assess capacity to complete this task.
5. **ONLY BIDDERS WITH A CIDB GRADE OF 5ME/CE (4ME/CE PE) OR ABOVE MUST APPLY**
6. MTPA is not bound to accept any of the proposals submitted and reserve the right to call for best and final offers from short-listed bidders before final selection.
7. MTPA reserves the right to call for interviews with short-listed bidder before final selection.
8. MTPA reserve the right to contact all references without informing the bidder.
9. The lowest or any bid will not be accepted and the Agency reserves the right to accept the whole or part of any bid.
10. Bidders who score less than the 70 points of the 100 points on functionality will be disqualified.
11. Copy right of the document remain the product of the Agency.
12. The service provider will have to provide own admin support staff with their qualifications and experience attached.
13. No alternative offers are permissible
14. Unit prices / lump sums should be inclusive of resources and materials required under the item.

5. **COMPULSORY RETURNABLE SCHEDULES (CERTIFIED COPIES/ORIGINALS OF THE FOLLOWING DOCUMENTS)**

- Service providers must be registered on Central Supplier Database.
- Duly signed bid documents including all the attached SBD forms.
- Compulsory Enterprise Questionnaire Certificate of authority
- Record of Addenda to Tender Documents (where applicable)
- Legal Joint Venture Agreement (in case of a JV)
- Each partner of the joint venture must be separately registered, and the lead partner must have a contractor grading designation not lower than one level below the required grading designation.
- in the class of construction works under consideration.
- Certified copies of Identity documents of Owners / Directors / Members / Shareholders
- Contractor Registration for Incorporation or of Company Registration documents
- Shareholders' Agreements / Share Certificates / Memorandum of Association for Companies.
- Bidder Must be Vat Registered (VAT certificate from SARS must be attached and be valid on closing date)
- Bidder Must be Tax Compliant on closing Date (Tax compliance Status will be verified on CSD on the closing date by MTPA)

- Valid Letter of Good Standing from the Department of Labour or Proof of Compensation for Occupational Injuries and Diseases Act, 1963 (No. 130 of 1993) (Letter for Tender purposes will not be accepted)
- Fully Completed SBD 1, SBD 4, SBD 6.1, BOQ, and GCC Contract Data
- Valid CIDB Registration certificate on closing date **ONLY BIDDERS WITH A CIDB GRADE OF 5ME/CE (4ME/CE PE) OR ABOVE MUST APPLY**
- Signed Bid Document.(Initial each page)

Other documents required only for Bid evaluation purposes

- Proof of relevant experience
- CV and proof of relevant qualifications
- Proof of residence
- Proof of plant and equipment
- Proposed Amendments and Qualifications
- Environmental Management plan, SHEQ, Risk Management plan

6. COMPULSORY BRIEFING SESSION

The will be a compulsory briefing, the briefing date and time will be as per the advert.

7.SCOPE OF WORK

Background

The Blyde River Canyon Nature Reserve – Bourke’s Luck Potholes currently experiences water shortages due to the insufficient supply of water within the reserve. There is no external water supply service to the reserve and water is currently sourced from within the reserve (from a river) and supplied via a temporary bulk supply system that interconnects to the existing water reticulation infrastructure on site.

Client’s Objectives

The primary objective of the project entails:

- The construction of bulk water main pipeline and reticulation system at Blyde River Canyon Nature Reserve – Potholes.

The secondary objective of the project includes:

- To provide safe and reliable access to water for all residents, offices and facility includes ensuring that all residents have access to sufficient quantities of water and sanitation.

- To promote water conservation which includes reducing water waste and encouraging residents to use water efficiently.
- Improve the quality of the water supply.
- Expand the water distribution network to reach new areas.
- Create job opportunities.

Overview of the Works

The key element of this project will include:

- Construction of Bulk main pipes and reticulation system;
- Water supply provision for 20 houses and the other facility within the reserve;
- Construction of infrastructure associated Valve Chambers and Meter Chambers etc.
- Storage water tanks;
- Water Purification;
- Refurbishment of existing infrastructure and the associated work;
- Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities;
- Pump House with Plant Room; and
- Fire services.

Extended Public Works Program (EPWP)

This project will be implemented in alignment with the Expanded Public Works Programme (EPWP). Bidders must comply with all applicable EPWP guidelines, requirements, and reporting obligations. The successful contractor will be required to maximise the use of local labour and provide employment opportunities in accordance with EPWP principles. Furthermore, the contractor must maintain accurate labour records and submit all required EPWP reports throughout the duration of the project. Minimum required documentation to be maintained and submitted includes:

- Employment contracts
- Identity documents (IDs)
- Timesheets

8. TECHNICAL SPECIFICATION / TERMS OF REFERENCE (DELIVERABLES)

The conditions of the standard condition of Bid as contained in Annexure F of the CIDB standard Uniformity in Construction Procurement (August 2006) (see www.cidb.org.za)

The standard conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross referenced to the clause in the standard conditions of Bid to which it mainly applies.

9. OUTPUTS AND TIMEFRAMES

The primary deliverables to be achieved are as follows:

- The service should ensure that all work required is done according to specifications and standards.
- Where there are subcontractors, the service should ensure that there is constant coordination between the third (3) party service provider, the contractor and appointed project manager
- The service provider should ensure that projects are executed within project timelines.
- It would be expected of the successful service provider to assume duty immediately upon appointment

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

¹ 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.

3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		6		
Youth		4		
Gender (Women)		5		
Disability		5		

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p>
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11. DRAWINGS and PROJECT SPECIFICATIONS

Refer to Annexure A & B

12. BILL OF QUANTITIES

Refer to Annexure C