



PHOKWANE

LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024

APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

PROCUREMENT DOCUMENT

(Based on CIDB Standard Professional Service Contract)

ISSUED BY:

The Municipal Manager

Phokwane Local Municipality

Hertzogstraat / Street 24

P/Sak – P/Bag X 3

Hartswater

8570

Tel: 053 474 9700/ Fax: 053 474 1768

NAME OF THE TENDERER

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PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Contents

Number	Heading	Pages
THE TENDER		
Part T1: Tendering procedures		
T1.1	Tender notice and invitation to tender	1
T1.2	Tender data	2 – 9
Part T2: Returnable documents		
T2.1	List of returnable documents	11
T2.2	Returnable schedules	12 – 45
THE CONTRACT		
Part C1: Agreements and Contract data		
C1.1	Form of offer and acceptance	47 – 50
C1.2	Contract data	
	Part 1 – Data by the <i>Employer</i>	51 - 53
	Part 2 – Data by the <i>Consultant</i>	54 – 55
Part C2: Pricing data		
C2.1	Pricing Assumptions	57 - 59
C2.2	Bill of Quantities	60
Part C3: Scope of Work		
C3	Scope of Work	61 – 71
Part C4: Site Information		
C4	Site Information	72
Part C5: Conditions		
C5.1	Phokwane Local Municipality tender conditions and information	74–78
C5.2	Phokwane Local Municipality special conditions of contract	79
C5.3	Phokwane Local Municipality general conditions of contact	80-89

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

The Tender

Tender Procedure: Open Tender Procedure

Based on

Phokwane Supply Chain Management Policy of 2019-20 FY

SANS 10845-1, Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2, Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3, Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2017

Tender Evaluation Method

Method 4: Quality, Price and Preference (SANS 10845-1)

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

TENDERING PROCEDURE

T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

T1: TENDERING PROCEDURE

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Phokwane Local Municipality hereby invites tenders in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003, from professional service providers from the built environment that specializes in civil engineering for the provision of professional services on various municipal infrastructure projects for a period of 3 years as and when required. Phokwane Local Municipality wishes to engage with Professional Service Providers in accordance with the Engineering Professions Act 46 of 2000.

Tender documents shall be available for free at Phokwane Local Municipality website www.phokwane.gov.za and E-tender www.etenders.gov.za.

Tender documents are to be completed in black ink and in accordance with the conditions and rules contained in the bid documents and must be placed in a sealed envelope and clearly marked as follows:

DISCIPLINE / PROFESSION	BID NO
APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.	PLM/TPCIVIL/0520 - 2024

The completed Tender documents must be placed in the Tender Box, situated at the main reception area of Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570, no later than **18 JUNE 2024 at 12h00**.

Telephonic, facsimile, email and/or late bids will not be accepted. Bids must be valid for a period of ninety (90) days after the closing date of the bid.

Phokwane Local Municipality reserves the right to accept the lowest bid or to award a contract to the bidder scoring the highest number of points.

For SCM related enquiries please contact, Mrs Marinda Viljoen at telephone number 053 4749700, marinda@phokwane.gov.za and for technical related enquiries Lubabalo Jange at 053 474 9700, jange.lubabalo@gmail.com during office hours from 08h00 to 16h00.

- The evaluation of tenders will follow the Method 4: Quality, Price and Preference (SANS 10845-1 (2015)).
- Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
- **Please note that faxed, e-mailed or late quotations will not be accepted.**
- If no response is received in ninety (90) days after the closing date, consider your proposal unsuccessful.

Z. Nikani
Municipal Manager

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

T1.2 TENDER DATA

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the Phokwane Local Municipality
3.2	<p>The tender documents issued by the employer comprise of the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Form of guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p> <p>Part C5: Conditions</p> <p>C5.1 – Phokwane Local Municipality Tender Conditions and information.</p> <p>C5.2 – Phokwane Local Municipality Special Conditions of Contract.</p> <p>C5.3 – Phokwane Local Municipality General Conditions of Contract.</p>
3.4	<p>The employer's agent is:</p> <p>Name: Mr. Lubabalo Jange</p> <p>Physical Address: 24 Hertzog Street, Private Bag X3 Hartswater, 8570</p> <p>Telephone: 053 474 9700</p> <p>Facsmille: 053 474 1768</p>
3.4	The language for communications is English

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4.1	<p>ONLY those tenderers who satisfy the following Eligibility Criteria and who provide required evidence in tender submission are eligible to submit tenders and have their tenders evaluated: The tenderer:</p> <ol style="list-style-type: none">1. Key Personnel must meet the minimum requirements for the key persons as stated in the Scope of works.2. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the Professional Services Provider shall within a period of 14 working days replace the key personnel listed in Form N: Schedule 2 with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced individual who will be the single point of accountability and responsibility for the management of the project, and who is registered with ECSA as PrEng or PrTechEng, shall be required as a minimum. Failure to comply with the requirements or to complete Forms M,N & O may render the tender non-responsive3. National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered4. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.5. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners.6. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.7. Tenderers may only tender under 1 (one) company or 1 (one) consortium – tendering with more than 1 company or consortium will result in immediate disqualification. Phokwane Municipality will recognise the JV/Consortium as single entity for the duration of the contract.8. Attend the compulsory briefing session and signed the attendance register.9. Approach Paper including methodology.10. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R3 million in respect of a claim without limiting to the number of claims.11. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory.12. The tender documents issued by Phokwane Municipality are not tampered and remain intact,
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PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4.6	Failure to apply instructions contained in addenda may render a tenderer's offer nonresponsive
4.7	<p>The tenderers are required to attend a compulsory briefing session as detailed in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No submission will be considered for evaluation unless the Tenderer or authorised representative(s) attend a compulsory briefing session.</p> <p>Tenderers or their authorised representatives must sign an attendance register and provide detailed contacts in favour of the tendering entity there in. Addenda, if any, will only be issued to tenderers who would have attended a compulsory briefing session.</p>
4.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR)
4.12	No alternative tender offers will be considered
4.13.4	<p>The tenderer is required to meet the following conditions in addition to requirements for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided for in permanent ink. 3. In case of Sub-Consulting (a maximum of 25% value of the tender), properly filled in schedule of proposed sub-consultants submitted. Bidders shall submit a Sub-Consulting agreement signed by all parties. 4. Company Profile submitted. <p>The preferred Service Provider for appointment will be subjected to vetting and Phokwane Municipality reserves the right to cancel the appointment if the results of the vetting are unfavourable.</p>
4.13.5 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception at Phokwane Municipality's Offices</p> <p>Physical Address: 24 Hertzog Street, Private Bag X3 Hartswater, 8570</p> <p>Telephone: 053 474 9700</p> <p>Identification details on the envelop/box of Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission.
4.13.5	Tender document shall be submitted as original.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.16	The tender offer validity period is 90 days exclusive of closing date but inclusive of 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.7.</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.9.</p> <p>The score for financial offer (N_{FO}) is calculated using the 80/20 Preference Point System formula:</p> $P_S = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>where a maximum of 80 points is allocated for price</p> <p>P_S = Points scored for comparative price of bid under consideration P_t = Comparative price of bid under consideration P_{min} = Comparative price of lowest acceptable bid</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), a maximum of 20 points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where maximum points for qualification is 100</p> <p>The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="text-align: left;">B-BBEE Status Level of Contribution</th> <th style="text-align: left;">Number of Points</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-Compliant Contributor</td><td>0</td></tr> </tbody> </table> <p>Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African National Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporations Act (CCA) have to be submitted along with the Proposal, if the Tenderer claims the preferential procurement points.</p>	B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE Status Level of Contribution	Number of Points																				
1	20																				
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PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

5.11.9	<p>The functional criteria and maximum score in respect of each of the criteria are given as follows:</p> <p>A Tender scoring below <u>75 points</u> in Functionality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Quality criteria</th> <th style="text-align: center;">Evaluation Schedule</th> <th style="text-align: center;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Experience of the tenderer</td> <td style="text-align: center;">Schedule 1</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Experience of key personnel:</td> <td style="text-align: center;">Schedule 2</td> <td style="text-align: center;">40</td> </tr> <tr> <td>Approach paper (Methodology)</td> <td style="text-align: center;">Schedule 3</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Maximum possible score for quality (M_s)</td> <td></td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The minimum number of evaluation points for functionality is 75 points out of 100.</p>	Quality criteria	Evaluation Schedule	Maximum number of points	Experience of the tenderer	Schedule 1	30	Experience of key personnel:	Schedule 2	40	Approach paper (Methodology)	Schedule 3	30	Maximum possible score for quality (M_s)		100
Quality criteria	Evaluation Schedule	Maximum number of points														
Experience of the tenderer	Schedule 1	30														
Experience of key personnel:	Schedule 2	40														
Approach paper (Methodology)	Schedule 3	30														
Maximum possible score for quality (M_s)		100														
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/shareholders isn't listed on the Register of Tender Defaulters into the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; <p>the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p>															
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>															
	<p>Additional Conditions of Tender</p> <p>The additional conditions of tender are:</p> <p>A. Joint Venture Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>D. Period of validity of tender and withdrawal of tender after the closing date of tender submission All Tenders shall remain valid for a period of 90 days, exclusive of closing date but inclusive of the 90th day or until the Tenderer is relieved of this obligation by the Employer, in writing.</p>															

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

E. Withdrawal of Tender during validity or Failure in signing resulted Contract Agreement at Award

Should a Tenderer

- a) Withdraw his Tender during the period of its validity; or
- b) Give notice of his inability to execute the Contract or fail to execute the Contract; or
- c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;

Then the Tenderer shall be liable for and pay to the Employer –

- i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;
- ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;
- iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.

And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.

Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.

F. Repudiation of Tender or Invalidation of Contract

If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;

- a) has acted in a fraudulent or corrupt manner in obtaining/executing a Contract;
- b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour;
- c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company;
- d) to refrain from Tendering for this Contract;
- e) as to the amount of the Tender to be submitted by either party
- f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.

The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.

G. South African Jurisdiction

The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.

Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.

H Amendments to Tender by Employer

a) Arithmetical Errors

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

	<p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none">i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
	<ul style="list-style-type: none">iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p> <p>Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, it should result rejection of the Tender <u>unless</u> the Employer decided otherwise.</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

T2.1 LIST OF RETURNABLE DOCUMENTS

A Returnable Schedules required for tender evaluation purposes

The returnable documents have been based on the National Treasury requirements. The mandatory documents as listed in **Clause 4.1 and 4.13.4 of T1.2 of Tender Data**, properly filled in and signed off by the authorised person must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents will result in the tender being non-responsive.

B Returnable schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules for use in the quantitative and qualitative evaluation of the tender:

- **FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE**
- **FORM B: INVITATION TO BID (MBD 1)**
- **FORM C: DECLARATION OF INTEREST (MBD 4)**
- **FORM D: PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**
- **FORM E: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**
- **FORM F: AUTHORITY OF SIGNATORY**
- **FORM G: FINANCIAL REFERENCES**
- **FORM H: MUNICIPAL ACCOUNT OR LEASE AGREEMENT**
- **FORM I: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**
- **FORM J: COMPULSORY CLARIFICATION MEETING**
- **FORM K: PREFERENCE POINTS CLAIM FORM (B-BBEE) (MBD 6.1)**
- **FORM L: RECORD OF ADDENDA TO TENDER DOCUMENTS**
- **FORM M: PROPOSED AMENDMENTS AND QUALIFICATIONS**
- **FORM N: SCHEDULE 1: EXPERIENCE OF THE TENDERER**
- **FORM O: SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL**
- **FORM P: SCHEDULE 3: APPROACH PAPER**

C Other documents required for tender evaluation purposes

The tenderer has to provide the following required documentation.

1. Certified copy of the entity's professional indemnity insurance certificate
2. Copies of Certificate(s)/ academic record of relevant formal qualifications for all key personnel indicated under Evaluation Schedule 2. For Foreign Qualifications, South African Qualification Authority (SAQA) evaluation must be submitted in hard copies.

D Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer resulted in an award

1. Offer portion of C1.1 Form of Offer and Acceptance
2. Part 2 of C1.2 Contract data relevant to tenderer
3. C2.2 Price List

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

T2.2 RETURNABLE SCHEDULES

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

Indicate the type of entity tendering with X:

Sole Proprietary	
Close Corporation	
Company	
Joint Venture	

1. Name and Registered Physical address of Tendering Entity:

a) **Name of Tendering Entity:**

.....

b) **Physical Address of Tendering Entity:**

.....

.....

.....

..... **Postal Code:**

c) **Postal Address of Tendering Entity:**

.....

.....

.....

..... **Postal Code:**

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

2. Particulars of sole proprietors, partners in partnership or Close Corporation or members enterprise of JV:

a) For sole proprietors, partners in partnership or Close Corporation

No	Name and Surname	Identity Number	%Owned	Black or Non-Black
1				
2				
3				
4				

b) For Joint Ventures

No	Name of Member of JV	%Owned	Black or Non-Black
1			
2			
3			
4			

3. Particulars of Tendering Entity (Sole Proprietors or Partners in a Partnership or Close Corporation)

Company Registration Number:

Close Corporation Number:

Tax Reference Number:

B-BBEE: Status Level:

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4. Particulars of Tendering Entity (JV)

Member 1:

Company Registration Number:

Close Corporation Number:

Tax Reference Number:

B-BBEE: Status Level:

Member 2:

Company Registration Number:

Close Corporation Number:

Tax Reference Number:

B-BBEE: Status Level:

Member 3:

Company Registration Number:

Close Corporation Number:

Tax Reference Number:

B-BBEE: Status Level:

Member 4:

Company Registration Number:

Close Corporation Number:

Tax Reference Number:

B-BBEE: Status Level:

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

ATTACH THE FOLLOWING DOCUMENTS

For Closed Corporations:

- CK1 or CK2 as applicable (Founding Statement)
- Certified ID copies of Members of Tendering Entity

For JV's:

- JV Agreement
- CK1 or CK2 for Closed Corporations

For Companies:

- Audited Shareholders Certificate
- Certified ID Copies for members of the tendering entity
- All shareholders of the tendering entity

Name of Tender:		Date:.....
Signature:		Position:
Full Name of signatory:		

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM B: INVITATION TO BID (MBD 1)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PLM/TPCIVIL/0520 -2024	CLOSING DATE:	18 JUNE 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

PHOKWANE LOCAL MUNICIPALITY					
RECEPTION AREA					
24 HERTZOG STREET					
HARTSWATER					
8570					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCIAL SERVICES		TECHNICAL SERVICES
CONTACT PERSON	MARINDA VILJOEN	CONTACT PERSON	LUBABALO JANGE
TELEPHONE NUMBER	053 474 9700	TELEPHONE NUMBER	053 474 9700
E-MAIL ADDRESS	marinda@phokwane.gov.za	E-MAIL ADDRESS	jange.lubabalo@gmail.com

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: **PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.**

PART B

TERMS AND CONDITIONS FOR BIDDING

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 ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM C: DECLARATION OF INTEREST (MBD 4)

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative:	
3.2	Identity Number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
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 (where applicable) 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:	
<p>¹ MSCM Regulations: "in the service of the state" means to be –</p> <p>(a) a member of –</p> <p style="margin-left: 20px;">(i) any municipal council;</p> <p style="margin-left: 20px;">(ii) any provincial legislature; or</p> <p style="margin-left: 20px;">(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p>		

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

<p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p>		
3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	If yes, furnish particulars:	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	If yes, furnish particulars:	
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish particulars:	
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the 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 the 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:	

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4. Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM D: PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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:		
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"/>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4.5.1	If so, furnish particulars:
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CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM E: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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). ² 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. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PLM/TPCIVIL/0520 - 2024 – APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

(Bid Number and Description)

in response to the invitation for the bid made by:

PHOKWANE LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

Signature	Date
Position	Name of Bidder

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: **PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.**

FORM F: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:	
Contact Number:	
Office Address:	

Signatories for Tendering Entity shall confirm their authority to do so by attaching **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

CERTIFICATION

I, the undersigned (name)certify that the information furnished on this 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

FULL NAME OF SIGNATORY:

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM G: FINANCIAL REFERENCES

1. DETAILS OF TENDERERS BANKING INFORMATION

BANK NAME:			
ACCOUNT NAME: (e.g., ABC Electrical Consulting)			
ACCOUNT TYPE: (e.g., Savings, Cheque, etc.)			
ACCOUNT NO:			
ADDRESS OF BANK			
CONTACT PERSON:			
TEL NO. OF BANK/CONTACT:			
How long has this account been in existence:	0-6 months		(Tick which is appropriate)
	7-12 months		
	13-24 months		
	More than 24 months		

2. AUTHORISED BANK ACCOUNT DETAILS

I/We hereby authorise the Employer to process all payments due to us through EFT direct to the banking details provided above.

Name of Tenderer: Date:

Signature: Full Name of Signatory:

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM H: MUNICIPAL ACCOUNT OR LEASE AGREEMENT

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 months at the tender closure date and in case of a lease agreement, should not have expired.
- b) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (c).
- c) Conditions for Lease agreement;
 - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
 - ii. The same Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
 - iii. The Lessee's Entity name must appear on the Lease Agreement.
- d) Municipal Information:

Municipality where business is situated:
.....

Registered Municipal Account Number:
.....

Stand/Erf Number:

Name of Street:

Name of the Suburb:

Name of the City/Town:

Postal Code:

Name of Tenderer: Date:

Signature: Full Name of Signatory:

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM I: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

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

1. In order to meet this requirement, bidders are required to complete in full TCC 001 "Application for a Tax Clearance" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website, www.sars.gov.za.
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFillers through the website, www.sars.gov.za.

Name of Tenderer: Date:

Signature: Full Name of Signatory:

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM J: COMPULSORY CLARIFICATION MEETING

This is to certify that I, (Full Names)

ID No:

Duly authorised representative of (Tenderer)

Address:

.....

.....

Date:

Visited the site on: (date) in the presence of:

.....
(Name of the Representative of the Employer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the employer that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

SIGNATURE: REPRESENTATIVE OF THE TENDERER

SIGNATURE: REPRESENTATIVE OF THE EMPLOYER

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

**FORM K: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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).
- 1.2 a) The value of this bid is estimated to **not exceed** R1 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

The full conversion of B-BBEE level to PPPFA points are as follows:

STEP 1 – Locality of supplier in South Africa

Locality of supplier	Number of Points for Locality (80/20)	Number of Points for Locality (90/10)
Within the boundaries of South Africa	20	10

Where the supplier is not situated within the boundaries of South Africa zero points will be allocated and the following steps 2-3 will not apply.

Step 2- BBEE

If the bidder is situated in South Africa, the points allocated will be further subdivided as follows:

50% of the 20/10 points will be allocated further in terms of the BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference {80/20}	Number of Points for Preference {90/10}
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

A tenderer must submit proof of its BBEE status level contributor [scorecard]. A tenderer failing to submit proof of BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for BBEE status level of contributor.

Step 3- Locality in the Municipal area and Province

The remainder 50% of the 20/10 points will be allocated to promote locality within the municipal area and the province where the municipality is located.

Points will be allocated as follows.

Locality of supplier	Number of Points for Locality (80/20)	Number of Points for Locality (90/10)
Within the boundaries of the Northern Cape	4	2
Within the boundaries of Phokwane Municipality	6	3

The bidder shall submit proof of Locality within the province or municipal area via municipal account for the bidding entity.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

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 last 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		

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Cooperative owned by black people		
Black people who are military veterans		
OR		
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

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

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 style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: **PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.**

FORM L: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM M: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM N: SCHEDULE 1: EXPERIENCE OF THE TENDERER

Explanation of how points will be awarded for Relevant Project Experience

The experience of the tenderer as a company (as opposed to key staff members) in providing professional engineering services in public sector and Local government space over the last 10 years from the date of tender advert.

The project chosen for referencing should be for work done **only** in the Public sector and Local government space. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert. The scope and nature of projects must cover the following areas in Civil Engineering:

- (a) Planning Studies, investigations and assessments on Civil Engineering projects
- (b) Preliminary Design or Detailed Design of Civil Engineering Projects
- (c) Water & Sanitation, and Roads & Stormwater upgrade / refurbishment and maintenance
- (d) Construction supervision of Water & Sanitation and Roads and & Stormwater Projects

Tenderers should briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of project nature and location	Contract value of the project inclusive of VAT (Rand)	Date	
			Start	Completion (Actual)

The scoring of the tenderer's experience will be as follows:

1) Water and Sanitation

-
- i) Letter of completion or reference letter for completed project. This experience must only relate to instance where the tenderer acted as the **main/principal consultant**. One letter on client's letterhead per project completed. 2 points to be awarded **per letter per project**.

10 Points

- ii) Highest value (Professional Fees) per project completed in the public of local government sphere.

- a) < R1 million = 1 point
- b) ≥ R 1 million but < R3 million = 4 points
- c) ≥ R 3 million but < R 5 million = 7 Points
- d) ≥ R 5 million = 10 points

10 Points

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

2) Roads and Stormwater

-
- i) Letter of completion or reference letter for completed project. This experience must only relate to instance where the tenderer acted as the **main/principal consultant**. One letter on client's letterhead per project completed. 2 points to be awarded **per letter per project**. **10 Points**
- ii) Highest value (Professional Fees) per project completed in the public of local government sphere.
- a) < R1 million = 1 point
 - b) ≥ R 1 million but < R3 million = 4 points
 - c) ≥ R 3 million but < R 5 million = 7 Points
 - d) ≥ R 5 million = 10 points
- 10 Points**

Total Points

40 Points

FORM N: SCHEDULE 1: EXPERIENCE OF THE TENDERER

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

Signed

Date

Name

Position

Tenderer

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM O: SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL

The experience of all the key personnel will be evaluated in relation to their respective academic and professional qualifications and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

For ease of evaluation, the tenderer must cover the following minimum items highlighted below on the CV template.

(NB: The CV must not be more than 3 pages.)

Proposed Position:	Phone:
Years with the Firm:	Cell:
Mailing Address:	Email:
	ID No.:

Name:

Nationality: _____

Education: _____

Computer Skill: _____

Professional Membership: _____

Membership #: _____

Experience: IN SOUTH AFRICA

Duration:	Organization (belongs to):
From (mm/yyyy)	Project Name:
To (mm/yyyy)	Client:
	Project Value:

Position:
Responsibilities/ Work Done:

IN OTHER COUNTRIES

Duration:	Organization (belongs to):
From (mm/yyyy)	Project:
To (mm/yyyy)	Client:
	Project Value:

Position:
Responsibilities/ Work Done:

Consent: I do hereby offer my full consent to work in the project titled as 'appointment of panel of professional service providers that specializes in water and sanitation for the provision of professional engineering services on various municipal infrastructure projects for a period of 3 years' with the Tenderer named as

I also confirm that I have not offered and will not offer my consent to any other Tenderer to work for any other project till the expiry of the validity of the proposal or the award of the contract whichever is later. However, if the above-mentioned Tenderer is successful in winning this contract, I shall be available for the full duration of the contract or for the full period of my input to the project whichever will be applicable for me.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Signature: _____

Date: _____

Enclosure:

1. Certificates of academic qualifications
2. Certificate of Professional registration

The CV of individuals will be used for evaluation of the each of the personnel for this section. One CV can be used for maximum one role and the nominated personnel must be indicated on an organogram in schedule 3.

The scoring of the personnel will be as below:
(Team Leader = 20, professionals = 20)

40 points

A. Team Leader – 1

[Total 20 points]

1. Qualifications 5 points
 - a) Degree (BSc / B Tech in Civil Engineering) = 3 points
 - b) Honours in Civil Engineering = 4 points
 - c) Masters in Civil Engineering = 5 points
2. Professional Registration (ECOSA) 5 points
 - a) Pr Eng / Pr Tech Eng = 5 points
3. Years of relevant work experience (as described in Schedule 1 above) 5 points.
 - a) Below 5 years = 0 point
 - b) 5 to below 7 years = 3 points
 - c) 7 to below 10 years = 4 points
 - d) 10 years and above = 5 points
4. Highest value of a completed Civil Engineering single project as Team / Project Leader 5 points
 - a) R 0.5 M to below R1 M = 1 points
 - b) R 1 M to below R 3 M = 3 points
 - c) R 3 M and above = 5 points

B. Support Professional X 4

[Total 20 points]

The support engineer and professional with the following expertise are required:

- Civil Engineer X 2
- Electrical Engineer
- Mechanical Engineer

The scoring of the experience of key person will be as follows:

The support personnel will be scored separately to a total of 20 points. The total of all the 4 professionals will then be divided by 4 .

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

- 1. Support Professional **5 points**
 - a) Degree (BSc / B Tech in Civil/Electrical/Mechanical Engineering) = 3 points
 - b) Honours in Civil/Electrical/Mechanical Engineering = 5 points

- 2. Professional Registration (ECSA) **5 points**

- 3. Number of years of relevant experience as a specialist in the above listed fields as per schedule 1 **10 points**
 - a) Below 5 years = 1 point
 - b) 5 to below 7 years = 4 points
 - c) 7 to below 10 years = 7 points
 - d) 10 years and above = 10 points

Total **20 points**

Note: It should be noted that the tendering entity may require to have some of the professionals listed below in their team, even though these resources will not be considered for evaluation purposes:

- Construction Project Manager**
- Junior Engineer**
- GIS support**
- CAD operator**
- Office support**
- Environmental Specialist**
- Health and Safety Agent**

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

Signed	Date
Name _____	Position _____
Tenderer _____	_____

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FORM P: SCHEDULE 3: APPROACH PAPER

The approach paper must respond to the scope of work (reference: C3 Scope of work), the nature of the contract, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the programming and management of sub consultants in relation to the works that may be provided over the term of the contract. The approach paper as such needs to:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);

Executive Summary: A brief summary of the whole contents of the approach paper;

Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3. Scope of work', detailing at least the following:

1. Understating of Project Scope
2. Methodology to be adopted; including generic Project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities;
3. Identified project implementation Risks and Risk Management proposal;
4. Quality control mechanism to be adopted for project deliverables;
5. Stakeholder identification, management and reporting mechanism to be followed.

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Approach Paper		<u>30 points</u>
Understating of Project Scope	Demonstration of clear understanding of Project objectives (2), scope and deliverables with timeframes (3). Adequacy and appropriateness will be assessed.	5 points
Methodology	Program knowledge, informative appropriateness of proposed approach/implementation (4) and presentation and organogram of team (3) including outline approach to be used when working with for sub-consultants (3)	10 points
Project implementation Risks and Risk Management	Adequacy of understanding of project risks (2) and appropriateness of proposed mitigation measures (3)	5 points
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (2) and processes (3) to ensure quality control and assurance in all phases of the project.	5 points
Stakeholder management and reporting	Adequate description of how stakeholders will be managed including but not limited to identification of the stakeholders (3). Indicate appropriate reporting requirement and summary of content (2).	5 points

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

30 points

FORM P: SCHEDULE 3: APPROACH PAPER

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

Signed:

Date:

Name:

Position:

Tenderer:

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

The Contract

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

PART 1 – Data by the *Employer*

PART 2 - Data by the *Consultant*

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

TENDER NO: PLM/TPELE/0520 - 2024 – APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDER FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJETS FOR A PERIOD OF 3 YEARS AS AND WHEN RQUIRED.

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

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

THE OFFERED TOTAL INCLUSIVE OF VALUE ADDED TAX IS:

.....

.....

.....(In words);(In figures)

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

Signature (s): _____ Date

Name (s): _____ Date

Capacity: _____ Date

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

For the tenderer: _____
Name and Address if organisation

Name and Signature

Of Witness : _____
Name Date

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1	Agreement and Contract Data (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

notifies the Employer in writing of any reason why it cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature (s): _____

_____ Date

Name (s): _____

_____ Date

Capacity: _____

_____ Date

For the tenderer: _____

Name and Address if organisation

Name and Signature

Of Witness: _____

Name

_____ Date

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....
.....
.....
2 Subject .....	.....
Details .....	.....
.....
.....
.....
3 Subject .....	.....
Details .....	.....
.....
.....
.....
4 Subject .....	.....
Details .....	.....
.....
.....
.....
5 Subject .....	.....
Details .....	.....
.....
.....
.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

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

C1.2 CONTRACT DATA

PART 1 - DATA BY THE EMPLOYER

The General Conditions of Contract are the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board and this document is not bounded in this tender and is available free of charge from the CIDB website, www.cidb.co.za.

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

CLAUSE	CONTRACT DATA												
3.4	<p>The Employer is Phokwane local Municipality:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Physical Address</th> <th style="text-align: center;">Postal Address</th> </tr> </thead> <tbody> <tr> <td>24 Hertzog Street</td> <td>Private Bag X 3</td> </tr> <tr> <td>Hartswater</td> <td>Hartswater</td> </tr> <tr> <td>8570</td> <td>8570</td> </tr> <tr> <td>Tel: 053 474 9700</td> <td>Tel: 053 474 9700</td> </tr> <tr> <td>Fax: 053 474 1768</td> <td>Fax: 053 474 1768</td> </tr> </tbody> </table>	Physical Address	Postal Address	24 Hertzog Street	Private Bag X 3	Hartswater	Hartswater	8570	8570	Tel: 053 474 9700	Tel: 053 474 9700	Fax: 053 474 1768	Fax: 053 474 1768
Physical Address	Postal Address												
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Hartswater	Hartswater												
8570	8570												
Tel: 053 474 9700	Tel: 053 474 9700												
Fax: 053 474 1768	Fax: 053 474 1768												
4.3.2	<p>The authorized and designated representative of the Employer is: Name: Mr. Lubabalo Jange</p> <p>The address for receipt of communications is:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Physical Address</th> <th style="text-align: center;">Postal Address</th> </tr> </thead> <tbody> <tr> <td>24 Hertzog Street</td> <td>Private Bag X 3</td> </tr> <tr> <td>Hartswater</td> <td>Hartswater</td> </tr> <tr> <td>8570</td> <td>8570</td> </tr> <tr> <td>Tel: 053 474 9700</td> <td>Tel: 053 474 9700</td> </tr> <tr> <td>Fax: 053 474 1768</td> <td>Fax: 053 474 1768</td> </tr> </tbody> </table>	Physical Address	Postal Address	24 Hertzog Street	Private Bag X 3	Hartswater	Hartswater	8570	8570	Tel: 053 474 9700	Tel: 053 474 9700	Fax: 053 474 1768	Fax: 053 474 1768
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1	<p>Name of Project:</p> <p>TENDER NO: PLM/TPELE/0520 - 2024 – APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING SERVICE PROVIDER FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJETS FOR A PERIOD OF 3 YEARS AS AND WHEN RQUIRED.</p>												

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

CLAUSE	CONTRACT DATA						
3.5	The location for performance of this assignment or project is the area of jurisdiction of Phokwane Local Municipality and locations to be advised by the Municipal Manager or his Nominee.						
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.						
3.11	The Service Provider shall, at his own expense, indemnify, protect and defend the employer, its agents and employees from and against all actions, claims, losses and damage arising from negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.						
3.12a	<p>PENALTY The Service Provider shall complete within the duration as indicated in the Tenderer's programme submitted with this Tender, with the following key Milestones:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">MILESTONE</th> <th style="text-align: left;">PENALTY PER CALENDAR DAY</th> </tr> </thead> <tbody> <tr> <td>Preliminary Design Report</td> <td>0.1% of total tendered Professional Fees</td> </tr> <tr> <td>Detail Design Report</td> <td>0.1% of total tendered Professional Fees</td> </tr> </tbody> </table>	MILESTONE	PENALTY PER CALENDAR DAY	Preliminary Design Report	0.1% of total tendered Professional Fees	Detail Design Report	0.1% of total tendered Professional Fees
MILESTONE	PENALTY PER CALENDAR DAY						
Preliminary Design Report	0.1% of total tendered Professional Fees						
Detail Design Report	0.1% of total tendered Professional Fees						
3.15.1	The project programme shall be submitted, when required by the employer.						
3.15.2	The Service Provider shall update the programme at intervals not exceeding 4 weeks after the appointment to a specific project.						
4.3.1 (d)	The Employer is not required to assist in obtaining approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the project.						
5.4.1	The Service Provider is required to provide professional indemnity cover.						
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <p>a) The issuing of Variation Orders.</p> <p>b) Rulings, in terms of Clause 48(5) on claims submitted by the Contractor, with the exception of claims relating to Clause 42.3.2 (Abnormal weather conditions).</p> <p>c) Rulings, in terms of Clause 57 (Disagreements) and Clause 58 (Disputes)</p> <p>The clauses in (b) and (c) above refer to clauses in the General Conditions of Contract for Construction Works, First Edition (2004) as amended, which conditions of contract shall govern the Contract between the Employer and the Contractor.</p>						
8.1	The Service Provide is to commence the performance of the Services within one day of the date of an appointment.						

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

CLAUSE	CONTRACT DATA
8.2.1	This Contract will be concluded when the certificate of final approval for construction works is issued and approved by the employer.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 2 months.
9.1	“ Phokwane Local Municipality retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors in respect of any appointment whether wholly or partly, in connection with or incidental, to any appointment and which may relate to, or be in connection with, or be useful to the business carried out by the Phokwane Local Municipality . Such patents or copyrights are not limited to any particular area or country and the Phokwane Local Municipality reserves the right to alter, modify, adapt or change and use any designs, processes or methods or any such patents or copyrights. All such documentation whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors may not include any company logo or other company details on or in any documents prepared for and on behalf of the Phokwane Local Municipality ”
11.1	A professional service provider may only sub-consult minor works upon the approval of the employer which does not exceed 25% of the total value of the assignment.
11.2	A subcontractor, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
11.6	The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.
12.1	Interim settlement of disputes is to be by mediation/adjudication.
12.2.1	In the event that the parties fail to agree on a mediator, the President of South African Institution of Civil Engineering nominates the mediator.
12.4.1	In the event that the parties fail to agree on an arbitrator, the President of South African Institution of Civil Engineering nominates the arbitrator.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R3 000 000.00
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

PART 2 - DATA BY THE CONSULTANT (Tenderer)

CLAUSE	DATA
1	<p>The Name of the Professional Service Provider is:</p> <p>Physical Address:</p> <p>Postal Address:</p> <p>Tel:</p> <p>Fax:</p>
1	<p>The estimated Period of Performance is:</p>
5.3	<p>The authorized and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>.....</p> <p>Physical Address:</p> <p>Postal Address:</p> <p>Tel:</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

	Fax:																											
7.1.2	<p>The Key person and their functions in relation to this assignment are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 10%;">No.</th> <th style="width: 60%;">Name and Surname</th> <th style="width: 30%;">Specific Function</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> </tbody> </table>	No.	Name and Surname	Specific Function	1			2			3			4			5			6			7			8		
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PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C2: Pricing Data

C2.1 PRICING ASSUMPTIONS

C2.2 BILL OF QUANTITIES

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C2.1 PRICING ASSUMPTIONS

1. GENERAL

This pricing instruction provide the tenderer with the guidelines and requirements, which will be utilized to arrive on the agreed professional fees on project appointment during the duration of the panel.

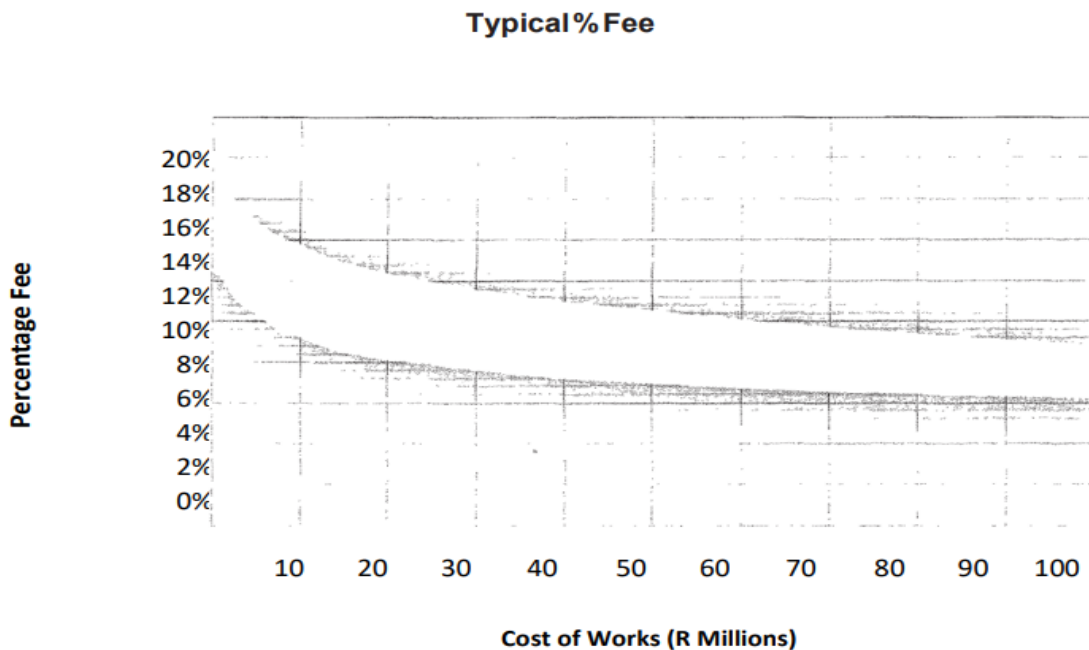
2. ACTIVITY SCHEDULE

The project cost-based fee shall be calculated according to the Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) REVISION 0: 09 December 2020

Any other work that cannot be involved against fees for normal services will be done on a time and cost basis in accordance with time-based fee rates as per Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) REVISION 0: 09 December 2020

3. ADJUSTMENT FOR COST OF WORKS

As the cost of works decreases or increases, the percentage fee should be adjusted up or down generally in accordance with the guideline provided in Table 1 and Table 2 of the Guidelines



The Figure above is an extract from the Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) REVISION 0: 09

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

December 2020. The tenderers are advised to consult the guidelines as the employer will consult them to reach an equitable agreement on fees for services offered.

The graph above shows that the fee can range from 6% for a large project up to 20% for a small project. The fee can also fall within the shadowed area on either side of the band depending on the complexity factors that are expanded upon in paragraph 4.1. These factors are normally converted into multipliers that range from 0.3 to 1.5 and that are applied to modify the overall percentage fee and agree on a fair and reasonable fee for the services to be provided.

Once the client and consulting engineer have come to a mutually acceptable agreement on the appropriate fee and the scope of services and scope of work are clearly defined, the client and consulting engineer will agree on commercial terms that set out the timing of deliverables and related payments as well as the method of payment that seeks to balance service provider cash flow and client risk.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4. GUIDELINE TARIFF OF FEES

4.1 Application of tariff of fees

The guideline tariff of fees contained in this Schedule applies in respect of the services set out in Clause 3 of Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) REVISION 0: 09 December 2020. The client will remunerate the consulting engineer, for the services rendered, on the basis of clauses 4.2 to 4.5. In cases where the client and consulting engineer have agreed that clauses 4.2 and 4.3 are not applicable, payment should be based on clause 4.4 or as agreed according to clause 4.

While the tariff of fees contained in this Schedule can be applied to many projects, the factors that influence the fees to be paid for design services on a project are complex and depend on a number of contributing factors. These contributing factors that will be taken into account may include, among others, all or any of the following:

- a) Project complexity: Projects may range from relatively simple projects where the designs are based on well established, common practices to more complex projects where the works call for the application of new, unusual or untried techniques, designs, systems or applications.
- b) Monetary value of the works: This may range from a situation where the value of the work is very high relative to the services being rendered to a project where the value of the works is abnormally low relative to the services required from the consulting engineer.
- c) Time duration: This may involve projects where the works are executed over appreciably shorter or longer periods than would normally be expected for any of the stages defined in 3.1.
- d) Level of responsibility, liability and risk: These may range from relatively low levels of responsibility and/or risks to projects with unusually high responsibilities and/or risks that are expected to be carried by the consulting engineer.
- e) Level of expertise, qualifications, skills and experience: Some works do not require a high degree of expertise while other works may require more specialised expertise or substantial skills and experience that cost more to develop and retain.
- f) Level of technology required and changes in technology that may influence the costs of the services provided.
- g) Whether aspects related to labour intensive works need to be considered in the design.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

- h) Level of effort: Some projects do not call for substantial effort as the works can be designed without extensive investigations or field measurements while others may call for unusually high effort on the part of the consulting engineer because of, for example, research required or integration with existing works or repairs to existing infrastructure where the status quo needs to be investigated in considerable detail and these need to be accommodated within the design.
- i) Potential value added: In some instances, the design, no matter how sophisticated will not add much value to the overall project while in other cases greater design optimisation can lead to considerable savings in capital, maintenance or operations costs, or add value to the final project.
- j) Client requirements: Some clients have relatively few requirements and/or many standard details and the consulting engineer's designs are accepted at face value. Other clients require considerable details to be investigated during design development to satisfy their own, often complex, internal processes.
- k) Business strategy: Some firms may decide to offer a low price to enter a market segment at a low cost or to keep employees busy while waiting for economic upswings.
- l) Project definition: In some projects, the design concept and scope is self-evident and requires little further investigation or analysis of options, while in other projects, the design development requires extensive analysis and testing of various options.

Combinations of one or more of the above factors may result in a substantial adjustment of the tariff that is required to fairly compensate the consulting engineer and this adjustment factor should be negotiated in good faith by both parties.

Agreement on any adjustment of or special fees should be reached at the time of the consulting engineer's engagement or as soon after as circumstances warrant, such as is practically possible, but in all cases, prior to the consulting engineer rendering services that may be affected.

The fee is determined on the information provided at the time of procurement, particularly in respect of the scope of work, scope of services, works budget and expected project duration. Any subsequent changes, including unforeseen changes to the project situation and engineering effort, are regarded as a trigger for an adjustment of the fee.

In certain instances, the fee may be expressed as a lump sum, in which case, the amount will be subject to change as described below.

The project budget is relied upon when determining the percentage or lump sum fee, and where the final cost of the works varies by more than 15% from the value on which the fee is determined, the fee may be adjusted.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

In certain project types, the scope of work may include full services for some elements of the work and limited services for other elements. For example, in some situations the consulting engineer may be asked to provide advice, design review and construction monitoring related to elements designed and detailed by others. The fees for such limited services are subject to agreement between the client and consulting engineer and may be determined on the basis of time and cost.

Where the normal services relate to more than one of the disciplines of consulting engineering contemplated in clauses 4.2.1 to 4.2.8, namely civil, structural, mechanical, electrical or electronic engineering services, a separate fee for services in each discipline should be calculated in accordance with the relevant clause.

Where at the instance and with the consent of the client, the works are undertaken on separate non-contiguous sites, continuity is interrupted or the works are unusually fragmented or constructed as separately documented phases or sections, the fee for normal services is:

- a) the sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
- b) a fee agreed to between the client and the consulting engineer and which fee lies between the fee calculated on the total cost of the works and the sum of the fees contemplated in clause (a) above.

For the calculation of fees, "Duplication of works" is defined as the re-use of designs, drawings and details done by a consultant to duplicate a complete unit (e.g. a building or a bridge). The fee for services provided in the report stage is calculated on a time basis.

The following fees may be claimed after each stage of services or monthly or as agreed between the consulting engineer and the client:

- a) Percentage fees determined on the basis of the cost of the works prevailing at the time of the fee calculation and pro-rata to the completed services, or a portion of the total fee based on completion of the stages along the lines indicated in 4.2.9.
- b) Time based fees applicable when the services were rendered.

Disbursements as set out in clause (3) may be claimed monthly.

4.2 Fees for normal services

In the following tables, the fee guidelines consist of the sum of a primary and secondary fee depending on the cost of the works. Alternatively, if the scope of services and scope of work are relatively well defined and a reasonable budget of the cost of works is available, then the client and consultant will

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

agree a single percentage fee based on this budgeted cost and the overall fee is calculated using the tables below as well as any relevant complexity factors.

Fee negotiations will commence using these starting values and judgement regarding project complexity to arrive at a finally agreed percentage fee. The fee amount to be paid will generally be based upon the final cost of works or any other suitably agreed arrangement.

4.2.1 Civil and structural engineering services pertaining to engineering projects.

- a) The basic fee for normal services in the disciplines of civil and structural engineering, pertaining to Engineering Projects, is determined from Table 1 below. The fee will be the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1, which is normally reimbursed on a time basis in terms of clause 4.4.

Table 1: Civil and Structural Engineering Services pertaining to Engineering Projects

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	10.5%
R19 066 000	R47 372 000	R1 857 000	9.5%
R47 372 000	R94 960 000	R4 121 400	7.0%
R94 960 000	R572 000 000	R7 065 000	6.5%
R572 000 000		R33 233 200	6.0%

The following additional fee is typically applicable to the value of the reinforced concrete and structural steel portions of the works, inclusive of the costs of concrete, reinforcing, formwork, structural steel work and any pro-rata preliminary and general amounts. Where structures of identical design are repeated on the same project, the combined cost is normally cumulated for the determination of the cost of the reinforced concrete and structural steel works. In cases where structures require individual design, a separate additional fee is normally calculated for each structure based on the cost of the reinforced concrete and/or structural steel work for that particular structure. The additional fee is the sum of the primary

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project as shown below.

Table 2: Additional design fee on reinforced concrete and structural steel

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R42 500	6.0%
R1 899 000	R9 347 000	R95 000	5.5%
R 9 347 000	R19 066 000	R430 000	5.0%
R19 066 000	R47 372 000	R818 000	3.5%
R47 372 000	R94 960 000	R1 667 500	3.0%
R94 960 000	R572 000 000	R2 620 900	2.5%
R572 000 000		R9 781 200	2.5%

- b) For normal services relating to a description of the works mentioned in the first column of the following table, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.1(a) and (b) is normally multiplied by the category factors mentioned against that description in the second column of the table. In cases more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.
- c) In the case of road works, where the road traverses both rural and urban areas, an adjustment pro-rata to the length of road in rural and urban area is normally made.
- d) In the case of road rehabilitation, a combination of factors applies depending on the situation of the road (rural or urban) and the category factor for alterations to existing works.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Table 2A: Typical factor by which basic fee is multiplied.

Description of the Works	Typical factor by which basic fee is multiplied
Single Carriageway Rural roads in flat terrain, excluding bridges	0.85
Rural freeways and dual carriageways in flat terrain, excluding bridges	0.95
Single Carriageway Rural roads in mountainous terrain, excluding bridges	1.15
Rural freeways and dual carriageways in mountainous terrain excluding bridges	1.25
Freeways, single carriageways and dual carriageways through existing peri-urban areas, excluding bridges	1.00
Single Carriageways through existing urban areas	1.15
Freeways and dual carriageways through existing urban areas	1.25
Gravel roads: Primary roads, Secondary roads, Informal roads	1.25 to 1.50 1.00 to 1.25 0.75 to 1.00
Roads maintenance and rehabilitation projects, excluding bridges	1.15
Roads upgrading (pavement and/or alignment) projects excluding bridges	1.25
Water and wastewater treatment works	1.25
Services (excluding roads) for existing informal settlements including roads and to reduced standards or supplies	1.25 to 1.50
Water and sanitation in rural areas	1.35
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Mass concrete foundations, brickwork and cladding designed and detailed by the consulting engineer. (Only applicable to the design portion of the fees on such works.)	0.33
Duplication of works. (Only applicable to the design portion of the fees on duplicated works)	0.25

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4.2.2 Civil engineering services pertaining to building projects.

- a) The basic fee for normal services in the discipline of civil engineering pertaining to building projects is determined from Table 3 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1, which is normally reimbursed on a time basis in terms of clause 4.4.

Table 3: Civil engineering services pertaining to building projects.

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	10.5%
R19 066 000	R47 372 000	R1 857 000	10.0%
R47 372 000	R94 960 000	R4 121 400	9.5%
R 94 960 000	R572 000 000	R7 454 400	9.0%
R572 000 000		R40 840 800	9.0%

- b) For normal services relating to a description of the works mentioned in the first column of Table 3A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.2(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Table 3A: Typical factor by which basic fee is multiplied.

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Internal water and drainage for buildings upon specific agreement with the client to render such services.	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

4.2.3 Structural engineering services pertaining to building projects.

- a) The basic fee for normal services in the discipline of structural engineering pertaining to building projects is determined from Table 4 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

Table 4: Structural engineering services pertaining to building projects.

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R 9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	10.5%
R19 066 000	R47 372 000	R1 857 000	10.0%
R47 372 000	R94 960 000	R4 121 400	9.5%
R94 960 000	R572 000 000	R7 454 400	9.0%
R572 000 000		R40 840 800	9.0%

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

- b) For normal services relating to a description of the works mentioned in the first column of Table 4A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.3(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Table 4A: Typical factor by which basic fee is multiplied.

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Water supply and drainage systems, inside buildings.	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

4.2.4 Mechanical engineering services pertaining to engineering projects.

- a) The basic fee for normal services in the discipline of mechanical engineering, pertaining to Engineering Projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

Table 5: Mechanical Engineering Services pertaining to Engineering Projects

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	9.5%
R19 066 000	R47 372 000	R1 759 800	8.5%
R47 372 000	R94 960 000	R3 742 400	7.0%
R94 960 000	R572 000 000	R6 590 200	6.5%
R572 000 000		R32 832 800	6.5%

- b) For normal services relating to a description of the works mentioned in the first column of Table 5A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.4(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Table 5A: Typical factor by which basic fee is multiplied.

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Water supply and drainage systems and fire water systems.	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

4.2.5 Electrical engineering services pertaining to engineering projects.

- a) The basic fee for normal services in the discipline of electrical engineering pertaining to engineering projects is determined from Table 6 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

Table 6: Electrical engineering services pertaining to engineering projects

Cost of the Works	Basis of Fee Calculation
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PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	9.5%
R19 066 000	R47 372 000	R1 759 800	8.5%
R47 372 000	R94 960 000	R3 742 400	7.0%
R94 960 000	R572 000 000	R6 590 200	6.5%
R572 000 000		R32 832 800	6.5%

- b) For normal services relating to a description of the works mentioned in the first column of Table 6A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.5(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Table 6A: Electrical Engineering Services pertaining to Engineering Projects

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25

4.2.6 Mechanical engineering pertaining to building projects.

- a) The basic fee for normal services in the discipline of mechanical engineering or wet services pertaining to building projects is determined from Table 7 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Table 7: Mechanical engineering services pertaining to building projects.

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R127 500	18.0%
R1 899 000	R9 347 000	R284 900	15.0%
R9 347 000	R19 066 000	R1 224 500	12.5%
R19 066 000	R47 372 000	R2 236 400	11.5%
R47 372 000	R94 960 000	R4 926 700	11.0%
R94 960 000	R572 000 000	R9 201 700	10.0%
R572 000 000		R49 764 000	10.0%

- b) For normal services relating to a description of the works mentioned in the first column of Table 7A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.6(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved. These factors do not apply when fees are a lump sum or on a time basis.

Table 7A: Mechanical engineering services pertaining to building projects.

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Water supply and drainage systems and fire water systems.	1.25

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25
For projects where the cost of the works exceeds R300 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the quantity surveyor or other parties.	0.75
As above, but bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contracts etc.)	0.90

4.2.7 Electrical engineering services pertaining to building projects.

- a) The basic fee for normal services in the discipline of electrical engineering pertaining to building projects is determined from Table 8 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

Table 8: Electrical engineering services pertaining to building projects.

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R127 500	18.0%
R1 899 000	R9 347 000	R284 900	15.0%
R9 347 000	R19 066 000	R1 224 500	12.5%
R19 066 000	R47 372 000	R2 236 400	11.5%
R47 372 000	R94 960 000	R4 926 700	11.0%
R94 960 000	R572 000 000	R9 201 700	10.0%
R572 000 000		R49 764 000	10.0%

- b) For normal services relating to a description of the works mentioned in the first column of Table 8A, the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.7 (a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

the descriptions below applies, the effective factor will typically be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis.

Table 8A: Typical factor by which basic fee is multiplied.

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25
For projects where the cost of the works exceeds R300 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the quantity surveyor or other parties.	0.75
As above, but bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contracts, etc.)	0.90

4.2.8 Electronic engineering services

- a) The basic fee for normal services in the discipline of electronic engineering, including work pertaining to building projects, is determined from Table 9 below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project, excluding the report stage described in clause 3.2.1 which shall be reimbursed on a time basis in terms of clause 4.4.

Table 9: Electronic Engineering Services

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

R850 000	R1 899 000	R144 500	20.5%
R1 899 000	R9 347 000	R322 800	16.0%
R9 347 000	R19 066 000	R1 328 200	14.0%
R19 066 000	R47 372 000	R2 446 200	12.0%
R47 372 000	R94 960 000	R5 277 200	11.5%
R94 960 000	R572 000 000	R9 790 400	10.0%
R572 000 000		R50 336 000	10.0%

b) For normal services relating to a description of the works mentioned in the first column of Table 9A the proportion of the basic fee relating to the specific item calculated in terms of clause 4.2.8(a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

(a) These factors do not apply when fees are a lump sum or on a time basis.

Table 9A: Typical factor by which basic fee is multiplied.

Description of the Works	Typical factor by which basic fee is multiplied
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25
Where equipment or systems are wholly of proprietary design or approved by a State authority. (Only applicable to the design portion of the fees.)	0.67
Duplication of works. (Only applicable to the design portion of the fees on duplicated works.)	0.25
For projects where the cost of the works exceeds R440 000 and where bills of quantities are not required from the consulting engineer and all financial, tender and contractual matters are dealt with by the quantity surveyor or other parties.	0.75
As above, but bills of quantities for electronic works are not required from the consulting engineer and a financial, tender and contractual matters are dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub- contract, etc.)	0.90

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

4.2.9 Services provided partially or in stages

- a) Table 10 shows typical percentages that are typically used for proportioning the basic fee for normal services over the various stages of the services. The actual percentage used should be adjusted for individual projects through negotiation and depending on the work involved in each stage, the value that can be added in each stage and any commercial considerations that may be applicable:

Table 10: Typical percentage points for each stage

Stage of Services	Typical percentage points for each stage
Civil: Engineering Projects:	
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	25
Contract Administration and Inspection	15
Close-Out	5
Structural: Engineering Projects:	
Inception	5
Concept and Viability	25
Design Development	30
Documentation and Procurement	10
Contract Administration and Inspection	25
Close-Out	5
Civil: Building Projects:	
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-Out	5
Structural: Building Projects:	
Inception	5
Concept and Viability	20
Design Development	30

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Documentation and Procurement	15
Contract Administration and Inspection	25
Close-Out	5
Mechanical, electrical and electronic projects:	
Inception	5
Concept and Viability	15
Design Development	20
Document and Procurement	20
Contract Administration	35
and InspectionClose-Out	5

- b) Where not all the stages of the normal services are provided by the consulting engineer, the fee is, subject to clause 4.2 calculated as a percentage of the total fee calculated in terms of this clause, which percentage is the sum of the percentage points appropriate to each stage as set out in the above table against those stages of the services provided by the consulting engineer, typically plus 10 percentage points to allow the engineer to become familiar with the project.

4.2.10 Cancellation or abandonment

Should instructions have been given by the client to the consulting engineer to proceed with any of the stages of services set out in clause 3 and the whole or part of the works is cancelled or abandoned or postponed for a period of more than six months, the consulting engineer must be remunerated for services performed, plus a surcharge of one tenth of the full fee which would have been payable to the consulting engineer had his or her services been completed in terms of the engagement.

4.3 Fees for additional services

- a) The fees for additional services, contemplated in clause 3.3, are agreed to between the client and the consulting engineer as described in clause 4.1 and as set out hereunder.
- b) Unless otherwise agreed in writing, the fees for additional services contemplated in 3.3.1 and 3.3.7 are calculated on the basis of time as set out in 4.4 and actual costs asset out in 4.5.
- c) For the provision of a construction monitoring service, as contemplated in clause 3.3.2, the consulting engineer is typically entitled to recover from the client:
- i) for monthly monitoring staff costs, the total annual cost of employment of such staff(as defined in clause 4.4(4)), divided

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

by 12 and multiplied by one of the following:

- **Case 1:** Where payment is only made for actual time on site and site allowances are not paid separately: 2.1 times total cost of employment.
 - **Case 2:** Where payment is only made for actual time on site and site allowances are paid separately: 2.0 times total cost of employment.
 - **Case 3:** Where payment is made for leave and non-working days and site allowances are paid separately: 1.8 times total cost of employment.
- d) for part time monitoring staff costs, the amount payable to such staff at the hourly rates contemplated in clause 4.4.
- e) For all other costs, as set out in clause 4.5 the actual expenses incurred, multiplied by 1.10.
- f) For duties under the Occupational Health and Safety Act, 85 of 1993, as contemplated in clause 3.3.3, the consulting engineer shall, if so appointed by the client, be remunerated on a time and cost basis as agreed with the client.
- g) For services as lead consulting engineer, as contemplated in clause 3.3.5, the lead consulting engineer is typically entitled to an additional fee of 10 percent (10%) of the total fees payable for the services.
- h) For engineering management services or services as the principal consultant, as contemplated in clause 3.3.6, the consulting engineer will typically be remunerated as follows:
- The basic fee for services in the discipline of engineering management services, including work pertaining to Building Projects, is determined from the table below. The fee is the sum of the primary fee and the secondary fee applicable to the specific cost of the works in respect of which the services were rendered on the project.

Table 11: Engineering Management Services (Principal Consultant)

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:			
Exceeds	But does not exceed	Primary Fee	Secondary Fee
R850 000	R1 899 000	R38 300	4.5%
R1 899 000	R9 347 000	R85 500	3.5%
R9 347 000	R19 066 000	R345 800	3.0%
R19 066 000	R47 372 000	R636 800	2.5%
R47 372 000	R94 960 000	R1 345 400	1.5%
R94 960 000	R572 000 000	R2 060 600	1.5%
R572 000 000		R9 209 200	1.5%

- a) For normal services relating to a description of the works mentioned in the first column of Table 11A, the proportion of the basic fee relating to the specific calculated in terms of clause (a) is normally multiplied by the category factor mentioned against that description in the second column of the table. In case more than one of the descriptions below applies, the effective factor will typically be the product of the factors involved.

These factors do not apply when fees are a lump sum or on a time basis.

Table 11A: Typical factor by which basic fee is multiplied.

Description of the Works	Typical factor by which basic fee is multiplied
Multi-tenant installations.	1.25
Alterations to existing works. (Only applicable to the fees on the portion or section of works affected.)	1.25

Table 12 is typically used to proportion the basic fee over the various stages of the services:

Stage of Services	Typical percentage points for each stage
Inception	5

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

Preliminary Design: Concept and Viability	20
Design Development	30
Documentation and Procurement	15
Contract Administration and Inspection	25
Close-out	5

- i) For services as principal agent of the client, as contemplated in clause 3.3.8, the consulting engineer is typically entitled to an additional fee calculated at one percentage point (1%) of the total cost of the works comprising the project. The consulting engineer is not entitled to any fees for principal agent if he or she is not explicitly appointed as such.

Name of Tenderer: _____

Date

Signature: _____ Position: _____

Full Name of Signatory:

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C3: Scope of Works

C 3.1: DESCRIPTION OF THE WORKS

C3.1.1 Employers Objective

Phokwane Local Municipality 's objective is to put in place a panel for Professional Services Providers (PSPs) from proven experienced and qualified entities to render Water & Sanitation and Roads & Stormwater professional services on an as-and-when required for a period of 3 Years.

C3.1.2 Overview of the Works

Implementation of the Works will predominantly be the provision of professional engineering services to investigate, design, develop, document, assist in the procurement of constructors, and monitoring and validation of construction projects.

The scope of services for Professional Services will be subjected to Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) as published by the Engineering Council of South Africa.

The work to be carried out by the Professional Service Provider (PSP) shall include but not limited to the following scope of works:

A. PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS

1. Consultation with the client or client's authorized representative.
2. Inspection of the site of the project.
3. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on project feasibility and the selection of the most desirable project option.
4. Assessments of existing built environment elements with a view to informing the project options, the scope of work and how to refurbish and/or integrate new works with existing works.
5. Consultation with authorities having rights or powers of sanctions.
6. Advice the client on regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the compilation of the report, and arranging for these to be carried out at the client's expense.
7. Searching for, obtaining, investigating and collecting available data, drawings and plans relating to the works.
8. Investigating financial and economic implications relating to the proposals or feasibility studies.

Deliverables will typically include:

- Collation of information.
- Reports on technical and financial feasibility and related implications.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

- List of consents and approvals.
- Schedule of required surveys, tests, analyses, site and other investigations.

B. Normal Services

The stages listed below are the engineering services required to take the project through to successful completion of construction and are included as Normal Services.

Stage 1: Inception, relates to:

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on rights, constraints, consents and approvals.
5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly.
10. Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- Collation of information.
- Reports on technical and financial feasibility and related implications.
- List of consents and approvals.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Agreed scope of services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements

Stage 2: Concept and Viability, relates to:

1. Establish the concept design criteria.
2. Prepare initial concept design and related documentation.
3. Advise the client regarding further surveys, analyses, tests and investigations, which may be required.
4. Establish regulatory authorities' requirements and incorporate into the design.
5. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
6. Establish access, utilities, services and connections required for the design.
7. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

8. Provide cost estimates and life cycle costs as required.
9. Liaise, co-operate and provide necessary information to the client.
10. Present the preliminary design to the client (technical team) for approval and acceptance.

Deliverables will typically include:

- Concept/Preliminary design.
- Schedule of required surveys, tests and other investigations and related reports.
- Process design.
- Cost estimates as required.

Stage 3: Design development, relates to:

1. Incorporate client's and authorities detailed requirements into the design.
2. Prepare design development drawings including draft technical details and specifications.
3. Outline specification and exercise cost control.
4. Prepare detailed estimates of design cost.
5. Submit the necessary design documentation to local and other authorities for review and approval.

Typical deliverables will include:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of design costs.

The appointed PSP shall develop and provide the detailed final design report as provided herein below.

Type of Submission	QTY	Medium of Submission	Design stage	Composition of Distribution
Hardcopy	2	Print	Design development	X1:Employers representative X1: Site copy
	1		Final stage	Databook File copy. Note: At this stage, the "Updated" design report would have updates that factored in any changes that would have had material change to the design report released during the feasibility stage.
Softcopy(pdf)	1	Compact disc (CD) and Email/Portal	Final stage	Databook File copy and digital footprint copy.

The appointed PSP shall develop and release a detailed final design report for review/acceptance and final adoption for project implementation that shall include, but not limited to the submission of the design drawings, plan layouts, schematics, etc., per study phase as listed below:

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

I. Pre-feasibility Stage:

The appointed PSP shall ensure that each of the plans forms part of the annexure of the commissioned feasibility study report, and the remaining quantity of plans are printed and provided as stand-alone plans.

The appointed PSP shall submit soft copy of the designs (pdf)

II. Design Stage:

The appointed PSP shall ensure that each of the plans forms part of the annexure of the final design report, and the remaining quantity of plans are printed and provided as stand-alone plans.

The appointed PSP shall submit soft copy of the designs (pdf)

III. Final Stage:

The appointed PSP shall ensure that each of the plans forms part of the annexure of the “**updated**” final design report, and the remaining quantity of plans are printed and provided as stand-alone plans. The appointed PSP shall develop and update a drawing register throughout the project life cycle. Upon successful delivery of a design report, the appointed PSP will be responsible for the development of tender documentation to enable the appointment of a contractor for the execution of the works.

Stage 4: Documentation and Procurement relates to:

1. Prepare specifications and preambles for the works.
2. Accommodate services design.
3. Check cost estimates and adjust designs and documents if necessary to remain within budget.
4. Prepare documentation for contractor procurement.
5. Review designs, drawings and schedules for compliance with approved budget.
6. Assist in calling for tenders and / or negotiation of prices.
7. Assist in the evaluation of tenders.
8. Assist with the preparation of contract documentation for signature.
9. Assess samples and products for compliance and design intent.

Typical deliverables will include:

- Specifications.
- Services co-ordination.
- Working drawings.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

- Budget design cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation.

Documentation and Procurement stage relates to development and preparation of the Tender documentation and the procurement of a Contractor to implement the project construction scope.

The appointed PSP shall develop and prepare tender documentation for the appointment of a Construction contractor and shall after receiving tenders from the contractors or suppliers evaluate the tenderers submissions.

The appointed PSP shall submit an evaluation report to the Employer/employers representative with the preferred tenderer for review/acceptance to enable the Employer to appoint or reject submissions.

Stage 5: Contractor Administration and Inspection relates to:

1. Attend site handover.
2. Issue Design documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
3. Carry out contract administration procedures in terms of the contract.
4. Prepare schedules of predicted cash flow.
5. Prepare proactive estimates of proposed variations for client decision making.
6. Attend regular site, technical and progress meetings.
7. Review the Contractor's quality control programme and advice and agree a quality assurance plan.
8. Inspect the works for quality and conformity to contract documentation.
9. Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
10. Adjudicate and resolve financial claims by contractor(s).
11. Assist in the resolution of contractual claims by the contractor.
12. Establish and maintain a financial control system.
13. Clarify details and descriptions during design as required.
14. Prepare valuations for payment certificates to be issued.
15. Witness and review of all tests and mock ups carried out both on and off site.
16. Check and approve contractor drawings for design.
17. Update and issue drawings register.
18. Issue contract instructions as and when required.
19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
20. Inspect the works and issue practical completion and defects lists.
21. Arranging for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals.

Typical deliverables will include:

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

- Schedule of predicted cash flow.
- Design documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final account(s).
- Practical completion and defects list.

Stage 6: Close Out, relates to:

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and / or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and / or procure as-built drawings and documentations.
5. Conclude the final accounts where relevant.

Typical deliverables will include:

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance (O&M) manuals, guarantees and warranties.
- As-built drawings and documentation.
- Final accounts.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals.

C3.1.3 Extent of the Works

Tenderer to submit a tender to provide all the listed disciplines (Consortiums may be formed)

A. Roads and Stormwater

- a) Municipal road network and stormwater masterplan
- b) Design of municipal roads (interlocking paving blocks, asphalt surfacing, concrete surfacing, gravel)
- c) Upgrade/rehabilitation of municipal roads
- d) Design of stormwater management structures

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

- e) Construction supervision (Roads and Stormwater)
- f) Project Management in relation to roads and stormwater.

B. Water and Sanitation

- a) Design of reticulation systems for bulk water/sewer services
 - b) Design of Wastewater Treatment Plants/Water Treatment Plants
 - c) Design of upgrade/rehabilitation/maintenance of water/sanitation systems
 - d) Design of weirs and dams
 - e) Construction supervision WWTWs/WTWs, water and sewer reticulation systems
 - f) Project Management in relation to water and sanitation projects.
-
- Phokwane Local Municipality will allow PSPs to make use of outsourced specialist consultants where the required expertise is not available within the company, provided that such personnel is qualified and registered at the relevant institutions and rates will be unchanged. Phokwane Local Municipality reserves the right to approve such specialist outsourced consultants.
 - Phokwane Local Municipality reserves the right to appoint any number of responsive consultant to the panel

C3.1.4 Location of the Works

The Appointed Professional Service Provider will carry all assignments within the area of jurisdiction of Phokwane Local Municipality.

C3.1.5 Draft Programme

A draft schedule and cash flow shall be provided by the appointed PSP covering high-level scope of the works, both design and construction phase, upon appointment.

The draft schedule shall include but not be limited to all the activities on which the tender price is based.

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C 3.3: SAFETY, HEALTH, ENVIRONMENT, QUALITY AND RISK (SHEQ-R)

SPECIFICATIONS

C3.3.1 Health and Safety Management

The appointed PSP shall perform work having due regard to the Occupational Health and Safety regulations (i.e., OHS Act 85 of 1993) and specifications for this scope of work.

C3.3.2 Quality Management

The appointed PSP shall have, maintain and demonstrate the use of its Quality Management system that conform to the International Standard ISO 9001 (or an equivalent acceptable to the Project Manager).

C3.3.3 Environmental Management

The appointed PSP shall perform the works and all construction activities within the Site and Working Areas having due regard for the environment and to the environmental management practices.

The appointed PSP shall draw reference for environmental activities from the South African Environmental regulations, as amended.

C3.3.4 Risk Management

The appointed PSP shall perform risk assessment of the works and present a detailed risk register that shall indicate all identified risks and their mitigation.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C3.4: SUMMARY OF PROJECT DELIVERABLES

The appointed PSP shall be required to provide the below list of deliverables, although not limited to the list:

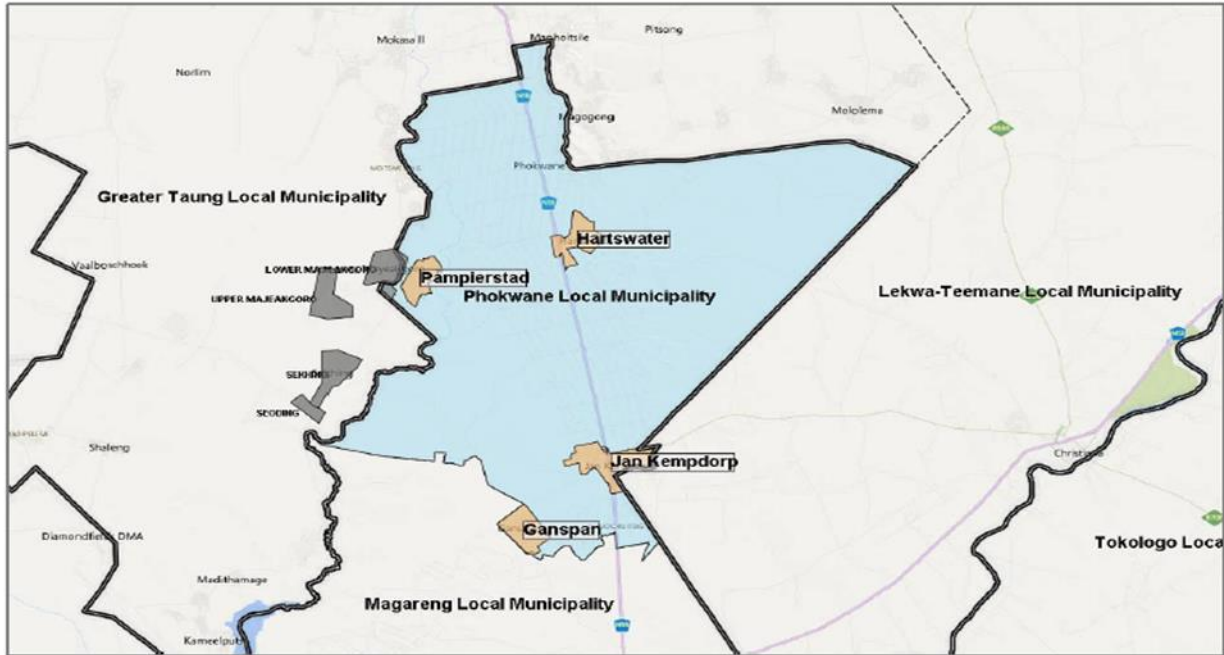
Project Phase	Deliverable
Stage 1&2: Inception, Concept and Viability	<ul style="list-style-type: none"> • Feasibility study report
Stage 3: Design Development	<ul style="list-style-type: none"> • Detailed Design report • Technical Specifications • Bill of Quantities • Design Drawings • Health and Safety Specification
Stage 4: Documentation and Procurement	<ul style="list-style-type: none"> • Tender Documentation for appointment of a Contractor (Supply and Installation) • Tender Evaluation report • Appointment of a Contractor
Stage 5: Construction Supervision	<ul style="list-style-type: none"> • Approved for Construction designs • Approved Organogram • Project Implementation Plan/Construction Management Plan • Health& Safety Management plan, including file with completed safety control as defined in the management plan. • Quality management plan, including Quality Assurance and Control plans or templates. • Databook file, comprising of Technical data package for the project (i.e., Inspection and Test reports, etc.) • Method statements for Construction work related activities/packages and Test& Commissioning procedures. • Progress reporting and site meetings
Stage 6: Close-out	<ul style="list-style-type: none"> • Test & Commissioning reports • Completed/Closed Snag list • Close-out report • Completion certificates • Defect warranty management plan • Final As-Built, including drawing register

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C4: SITE INFORMATION

The appointed professional service provider will carry this assignment within the area of jurisdiction of Phokwane Local Municipality. The locality map is shown as follows.



PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C5: Conditions

- C5.1 PHOKWANE LOCAL MUNICIPALITY TENDER CONDITIONS AND INFORMATION.**
- C5.2 PHOKWANE LOCAL MUNICIPALITY SPECIAL CONDITIONS OF CONTRACT.**
- C5.3 PHOKWANE LOCAL MUNICIPALITY GENERAL CONDITIONS OF CONTRACT.**

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C 5.1: PHOKWANE LOCAL MUNICIPALITY TENDER CONDITIONS AND INFORMATION

1. General and special conditions of contract

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2. Acceptance or Rejection of a tender

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

6. Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7. Compulsory Documentation

7.1 Tax Clearance Certificate

- a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

7.2 Municipal Rates, Taxes and Charges

- a) A copy of the bidder's (in the name of the company and/or lease agreement) and / or those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.
- d) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.

7.3 Authorised Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

8. Statutory supporting documents

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.
- e) Local content documents to be complete (when applicable)

9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

10. Quotation

- a) Specifications must be disclosed on the quotation.
- b) Quotation must be original and must be on the company's letterhead.

11. Site / Information Meetings

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

12. Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

13. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

14. Submission of Tender

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

the tender box at **Phokwane Local Municipality's Main Building, 24 Hertzog street, Hartswater** by not later than **12:00 on the date of closing of the tender.**

OR

- be mailed to reach the Tender Box, Phokwane Local Municipality, Private Bag X3, Hartswater, 8570 before the specified closing date and time.

- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline stated on the advert, irrespective of how they are sent or delivered.

15. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

16. Contact with Municipality after Tender Closure Date

Bidders shall not contact Phokwane Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Phokwane Local Municipality, it should do so in writing. Any effort by the firm to influence Phokwane Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

17. Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Faxed, e-mailed and late tenders will not be accepted.

18. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

19. Procurement Policy

Bids will be evaluation in terms of the 80 (price) /20 (B-BBEE status) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

20. Contract

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

21. Subcontracting

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

22. Language of Service Provider

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

24. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

25. Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

26. Validity of BEE certificates:

a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

27. Letter of Good Standing from the Commissioner of Compensation

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

28. Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

29. Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr T. Thage at telephone (053) 474-9700 during office hours.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: **PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.**

C 5.2: PHOKWANE LOCAL MUNICIPALITY SPECIAL CONDITIONS OF CONTRACT

1. Bids shall remain valid for 90 days after the tender closure date.
2. Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.
3. Ownership Certificate & Change of Name Certificate;
4. In the case of a Trust, Consortium or Joint venture the following will apply:
 - i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
 - ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
 - iii) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
 - iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) A valid tax clearance certificate or SARS tax pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
 - v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

C 5.3: PHOKWANE LOCAL MUNICIPALITY GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

General Conditions of Contract	
1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

	<p>by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non- refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

	<p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="padding-left: 40px;">(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p style="padding-left: 40px;">(b) an cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

	<p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or commissioning of the supplied goods; b. furnishing of tools required for assembly and/or maintenance of the supplied goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

	exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b. if the supplier fails to perform any other obligation(s) under the contract; or c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

	<p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction; iii. the period of restriction; and iv. the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<p>24. Anti-Dumping and countervailing duties and rights</p>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti- dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p>25. Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein, a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the provider any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p>

PHOKWANE
LOCAL MUNICIPALITY

TENDER NO: PLM/TPCIVIL/0520 - 2024 - APPOINTMENT OF PANEL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES IN PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF VARIOUS MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.

	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIPP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.